Berkeley Heights Public Schools
Office of the Superintendent
October 20, 2022

Professional Development Days

Name	Event	Date(s)	Cost
Margaret Berry	NJ Chapter, American Academy of Pediatrics - Stronger Together - How to Integrate Behavioral Health into Your Practice	10/6/22	$0.00
Anne Corley-Hand	TASH Conference	12/1/22 - 12/3/22	$2,290.00
Christopher Coughlin	NJ State Bar Association - Elementary Conflict Resolution	10/13/22	$0.00
Hannah Frankenbush	NJDOE-Virtual Roundtable for Professionals Serving Students who are Deaf or Hard of Hearing	10/24/22	$0.00
Kimberly Fleming	Rutgers University - Teaching Controversial Issues Workshop	12/7/22	$0.00
Jeannette Gates	Dr. Selbst - Emotional Supports for Today's World	10/18/22	$0.00
Mary Gauthier	NJDOE-Virtual Roundtable for Professionals Serving Students who are Deaf or Hard of Hearing	11/3/22	$0.00
Marissa Gold	Charles D. Close School of Entrepeneurship - The Importance of an Entrepreneurial Mindset for Today's Students	10/18/22	$0.00
Marissa Gold	NJSCA School Counselor Workshop	10/7/22	$0.00
Stephen Hopkins	AASA - National Conference on Education	2/15/23 - 2/19/23	$3,568.00
Ashley Janosko	RWJ Barnabas Health - Human Trafficking	9/30/22	$0.00
Ashley Janosko	TLC: 19th Annual Suicide Prevention Conference	12/1/22	$90.00
Cathryn Lake	NJ Chapter, American Academy of Pediatrics - Stronger Together - How to Integrate Behavioral Health into Your Practice	10/6/22	$0.00

Professional Development Days

Name	Event	Date(s)	Cost
Cathryn Lake	NJ American Academy of Pediatrics - Keeping Students Safe & Healthy	9/22/22	$0.00
Erin Lanigan	Dr. Selbst - Emotional Supports for Today's World	10/18/22	$0.00
Leslie Lesly	2022 NJAFCS Curriculum Connections Conference	10/25/22	$125.00
Brenda Marley	Middlesex/Union Country Prosecutor's Office - Marjory Stoneman Douglas School Shooting: Lessons Learned	10/24/22	$0.00
Olivia Mazzaferro	Rutgers University - Teaching Controversial Issues and Media Literacy	12/7/22	$0.00
Daniel McHugh	Rutgers Wrestling Coaches Clinic	11/7/22	$100.00
Lisa Moretti	US Air Force: CARE Week-Air Force Wounded Warrior Program	11/14/22 - 11/16/22	$0.00
Michelle Morin	Lantern Hill Erickson Living Community - Meet and Greet	10/13/22	$0.00
Michelle Morin	NJSCA 19th Annual Spring Conference	4/21/23	$35.00
Ashley Morris	NJ State Bar Foundation: Conflict Resolution - Middle/High School	10/17/22	$0.00
Jessica Nardi	Accutrain - Innovative School Summit	12/1/22 - 12/4/22	$1,900.00
Richard Ortega	Rutgers Wrestling Coaches Clinic	11/7/22	$100.00
Jay Pimentel	Union County Counselors - Roundtable	10/6/22	$0.00
Jay Pimentel	WPU Counselor Reception	11/4/22	$0.00
Grace Pitingolo	MUJC - Google Educator Level 2 Certification Boot Camp	11/7/22	$170.00
Carolyn Quigley	NJIT-School Counselor Appreciation Day	12/9/22	$0.00

Professional Development Days

Name	Event	Date(s)	Cost
Carolyn Quigley	Honors College Counselor Showcase	10/28/22	$0.00
Carolyn Quigley	Montclair State University - Learn about the Disability Resource Center	10/18/22	$0.00
Madison Rowohlt	Pesi - Certified Dialectical Behavior Therapy Professional Training	11/30/22	$800.00
Madison Rowohlt	NJ State Bar Foundation - Restorative Justice in Schools	11/3/22	$0.00
Kelly Sheehan	Rutgers Unversity - Public School Purchasing Course	10/4/22 10/6/22 10/11/22 10/13/22	$390.00
Susan Tennant	NJDOE - Preschool Child Outcome Summary	10/18/22	$0.00
Staci Toporek	Colubia University - Columbia Scholastic Press Association	11/7/22	$56.00
Vanessa Vangeli	MUJC - Google Educator Level 2 Certification Boot Camp	11/7/22	$170.00
Deborah Velelis	NJ State Bar Association - Elementary Conflict Resolution	11/15/22	$0.00
Eileen Villar	Rutgers Unversity - Public School Purchasing Course	10/4/22 10/6/22 10/11/22 10/13/22	$390.00
Amy Wartel	2022 NJAFCS Curriculum Connections Conference	10/25/22	$125.00
Emily Zengel	Kutztown University - Fall School Counselor Breakfast	10/21/22	$0.00
Emily Zengel	Rider University - Fall 2022 Secondary School Counselor Training Institute	10/5/22	$0.00

Professional Development Days

Name	Event	Date(s)	Cost
Drew Ziobro	AMTNJ Fall Conference	10/20/22	$209.00
Drew Ziobro	Norther New Jersey Math Supervisor's Meeting	10/7/22	$0.00

ATTACHMENT B

Berkeley Heights Public Schools
Office of the Superintendent
October 20, 2022

Report of Incidents Report Period 2
Violence, Vandalism, Substance Abuse, Harassment, Intimidation and Bullying (HIB) Jan 1, 2022, through June 30, 2022

School	Violence	Vandalism	Substance Abuse	Weapons	HIB Confirmed
(005) Governor Livingston High	0	0	0	0	4
(020) Thomas P. Hughes School	0	0	0	0	2
(030) Columbia Middle School	0	0	0	0	15
(035) Mary Kay McMillin Early	0	0	0	0	0
(040) Mountain Park School	0	0	0	0	3
(050) William Woodruff School	0	0	0	0	0
Total	0	0	0	0	24

Berkeley Heights Public Schools
Office of the Superintendent
October 20, 2022

Field Trips

School/Group	Destination	Date(s)
Governor Livingston High School Highlander Marching Band	Highlander Band Nova Scotia 2023 Performance Tour, Canada	6/29/23-7/3/23
Governor Livingston High School Photography Club	Ort Farms 25 Bartley Road, Long Valley, NJ	10/26/22
Governor Livingston High School Highlander Robotics Club	Westfield High School 550 Dorian Rd, Westfield, NJ	11/13/22
Mountain Park School ABA Class	Stop & Shop 404 Springfield Ave., Berkeley Heights, NJ	12/15/22
Mountain Park School ABA Class	Panera Bread 977 Valley Road, Gillette, NJ	1/26/23
Mountain Park School ABA Class	Lifetown 10 Microlab Road, Livingston, NJ	4/20/23
Mountain Park School ABA Class	Turlte Back Zoo 560 Northfield Ave, West Orange, NJ	5/19/23

Governor Livingston High School Community-Based Instruction Additional Field Trip Locations for the 2022-2023 School Year

Famous Dave's Restaurant	Mountainside
South Orange Train Station	South Orange
Fanwood Train Station	Fanwood
Westfield Train Station	Westfield
Village Diner	South Orange
Tito's Burritos	South Orange

SHARED SERVICES AGREEMENT
between the
BERKELEY HEIGHTS BOARD OF EDUCATION
and the
TOWNSHIP OF BERKELEY HEIGHTS
for
VEHICLE MAINTENANCE

This SHARED SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022, by and between the parties hereto:

THE TOWNSHIP OF BERKELEY HEIGHTS, a New Jersey municipal corporation with address at 29 Park Avenue, Berkeley Heights, New Jersey 07922 (hereinafter the "Township"); and

THE BERKELEY HEIGHTS BOARD OF EDUCATION, having offices at 345 Plainfield Avenue, Berkeley Heights, New Jersey 07922 (hereinafter the "Board of Education").

WITNESSETH

WHEREAS, the Township and the Board of Education have reviewed their needs, resources and personnel and have found that they can assist each other at considerable savings to the taxpayers of the Township of Berkeley Heights, and

WHEREAS, it would be in the best interest of the residents of the Township to enter a Shared Services Agreement for the exchange of services and various other opportunities such as the Township providing repair and maintenance services for the Board of Education vehicles; and

WHEREAS, the Township and the Board of Education are authorized to enter into this Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*; and

WHEREAS, the Township and the Board of Education hereby wish to enter into this Shared Services Agreement.

NOW, THEREFORE, for and in the good and valuable consideration in hand paid, receipt of which is hereby acknowledge, and in consideration of the mutual covenants and obligations

hereinafter set forth, the Township and the Board of Education hereby agree to and with each other as follows:

1. **Services to be Provided.** The Township hereby agrees to provide, through the Township's Public Works Department, regular vehicular maintenance and repair services for the Board of Education's vehicles similar to such services on the Township vehicles. Prior to performing any maintenance or repairs, the Township's Public Works Department shall provide a written estimate for the costs of such maintenance or repairs for each vehicle pursuant to the terms of Section 2 herein below. The Township's labor hours required to assess each vehicle and prepare the written estimate may be included in the costs to make such maintenance or repair.

   All of the Township services set forth herein are to be scheduled and performed by Township staff and personnel, thus are subject to the availability of the township staff and personnel to perform such services. The Township shall not be required to hire additional staff or personnel, or contract with outside firms or individuals in order to perform any of the services identified herein. The Township expressly reserves the right to refuse to provide any service which it can no longer perform due to staff or personnel availability.

2. **Consideration.** In exchange for the services provided by the Township set forth in Section 1 hereinabove, the Board of Education agrees to pay the Township the cost of the parts necessary to complete the vehicular maintenance and repair, at the Township's actual cost for such parts, along with a rate of $40.00 per hour to cover the Township's labor costs. Payment for services rendered shall be made by the Board of Education to the Township within thirty (30) days from receipt of the voucher/invoice for said services from the Township.

   Pursuant to N.J.S.A. 40A:65-7(g), in the event of any dispute as to the amount to be paid under this Agreement, the voucher/invoice shall be paid in full by the Board of Education; however, if through subsequent negotiation, mediation, arbitration or litigation, the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Township shall repay the excess to the Board of Education.

3. **Term.** Pursuant to N.J.S.A. 40A:65-7(a)(4), this Agreement shall be for a term of three (3) years, from September 1, 2022 through August 31, 2025, or until such time as either party notifies the other, in writing, at least thirty (30) days in advance of the intent to terminate this Agreement, or if this Agreement is otherwise terminated pursuant to the terms herein.

4. **Insurance.** The Township and the Board of Education shall maintain appropriate automobile and liability insurance coverage; and annually provide a copy of its insurance certificate, naming the other party as an additional insured with regard to

the use and maintenance of the Board of Education's vehicles. Minimum acceptable limits for bodily injury and property damage are $1,000,000.00 each occurrence and $3,000,000.00 aggregate.

5. **Indemnification.** The Board of Education, its successors, assigns, contractors, agents, servants, officers, employees, designees, guests and invitees, shall indemnify, defend and hold harmless the Township, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities decrees of any person(s) or entities related to the Board of Education's use of its vehicles, which duty to indemnify, defend and hold harmless shall commence immediately upon assertion of a claim against the Township. This indemnification shall not include any claim arising from any willful negligence on behalf of the Township officers and employees, in connection with the vehicular maintenance and repair services provided under this agreement. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorney's fees, court costs and any other expenses that may be incurred by the Township in connection with any and all claims, demands, suites, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with the Board of Education's project(s). The Board of Education, upon notice from the Township, shall resist and defend, at the expense of the Board of Education, any legal action or proceeding brought against the Township and/or its officers, employees, representatives and/or agents with counsel selected in the sole discretion of the Township. In addition, at its option, the Township may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Board of Education's obligation under this Agreement.

   The Township, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, shall indemnify, defend and hold harmless the Board of Education, its successors and assigns, from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees or any person(s) or entities that may arise during the Township's officers and employees performance of vehicular maintenance and repair services provided under this Agreement. This indemnification shall cease the moment the Board of Education accepts the vehicles and takes same from the Township.

6. **Termination**. If either party breaches this Agreement, the other party may terminate this Agreement after providing thirty (30) days notice to the breaching party, providing such breaching party 30 days to cure any such breach. If the breach cannot be cured within 30 days, and the parties do not mutually agree to an extension thereof, the non-breaching party may terminate this Agreement and seek all appropriate legal redress.

7. **Assignment.** This Agreement shall not be assigned by either party.

8. **Notices.** All notices under this Agreement must be in writing. The notices must be sent via fax and regular mail simultaneously, or by certified mail, return receipt requested, or by an overnight delivery service of good repute, to the other party, at the addresses identified herein.

For the Township:	Township Clerk 29 Park Avenue Berkeley Heights, NJ 07922
For the Board of Education:	Julie A. Kot School Business Administrator 345 Plainfield Avenue Berkeley Heights, NJ 07922

The time at which any notice or demand shall be deemed given or served shall be the time at which such notice or demand is delivered, whether or not such delivery is refused. Any notice may also be delivered personally. The parties may designate by notice, in writing, a new or other address to which such notice or demand shall thereafter be so given, made or mailed.

9. **Miscellaneous.** This Agreement contains the entire understanding of the parties. This Agreement may not modified or amended except by mutual agreement between the parties incorporated in writing and signed by the parties. This Agreement shall be construed in accordance with the laws of the State of New Jersey. In the event that any provision of the Agreement is deemed to be illegal by any Court or agency of competent jurisdiction, then the remaining provisions shall continue in full force and effect. In the event of any conflict between the terms, conditions, and provision of this Agreement and the provision of the parties' policies or any permissive State and/or Federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of each entities policies or any such permissive laws during the Agreement term.
10. Pursuant to N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused this Agreement to be signed by the proper corporate officers and their corporate seal to be set hereto.

ATTEST: **TOWNSHIP OF BERKELEY HEIGHTS**

Ana Minkoff
Township Clerk

Angie D. Devanney
Mayor

Date: _____

ATTEST: **BERKELEY HEIGHTS BOARD OF EDUCATION**

Julie A. Kot
School Business Administrator/

Board Secretary

Michael D'Aquila
President, Board of Education

Date: _____

ATTACHMENT E

On-Tech Consulting, Inc.
171 Broad St, Suite 725
Red Bank, NJ 07701
Voice: (732) 530-5435
Fax: (732) 530-0606
www.on-tech.com
info@on-tech.com

ON-TECH

E-Rate Funding—Guaranteed

Letter of Intent

Scope

On-Tech Consulting, Inc. ("On-Tech") will complete the Universal Service Fund ("E-Rate") application process for the 2023-2024 school year for **Berkeley Heights Public Schools** ("the District"), consisting of proper completion of all steps of the application process with the Universal Service Administrative Company ("USAC"), including any necessary clarifications, appeals or reimbursement requests. On-Tech will also contact vendors to ensure prompt receipt of the full discount due. On-Tech will, upon request, provide to the District, a copy of any correspondence related to the above processes. The District will provide to On-Tech the invoices and contracts related to telecommunications and Internet access as well as any letters of agency (LOAs) which are required for completion of the above tasks.

Staffing and Logistics

The application process will be conducted by competent professional associates at an off-site facility. The application process will be conducted according to the timeline established by the USAC. Reimbursement requests, if required, will be completed annually, as requested by the District.

Fees

The District will pay On-Tech an amount equal to 20% of any funding received, either in the form of discounts from vendors or reimbursements from the USAC, through the Universal Service Fund program. There will be no out-of-pocket expenses or liabilities to the District other than the fees mentioned above.

Billing

On-Tech will send invoices after discounts are received or reimbursements are approved. Payment is due within 30 days of receipt of funding.

Client Service

On-Tech will conduct the application process to the District's full satisfaction. If, for any reason, client service issues arise, the District will notify the President and On-Tech will take immediate action to remedy the situation.

Berkeley Heights Public Schools	**On-Tech Consulting, Inc.**
By: _____	By: Daniel E. Riordan
Name: Julie Kot	Name: Daniel E. Riordan
Title: Business Administrator	Title: President
Date: _____	Date: September 10, 2022

Berkeley Heights Public Schools
Clausen Administrative Complex
345 Plainfield Avenue
Berkeley Heights, Union County, New Jersey 07922

Julie A. Kot
School Business Administrator/
Board Secretary

(908) 464-1601 x1400
jkot@bhpsnj.org

Letter of Authorization – E-Rate Filing

Applicant Name: Berkeley Heights Public Schools

I hereby authorize On-Tech Consulting, Inc. (Authorized Agent) to represent the District in connection with completion of our application for the E-Rate (Universal Service Fund) for Funding Year 2023-2024.

I hereby authorize On-Tech Consulting, Inc. to represent the District in all phases of the application and reimbursement process for all services: telecommunications services, internet access, internal connections and basic maintenance of internal connections.

Authorized Signature:

Printed Name Julie Anne Kot

Title: Business Administrator

Date:

SWIMMING POOL USE AGREEMENT

This Agreement entered into by and between the Morris-Union Jointure Commission Board of Education, having administrative offices at 340 Central Avenue, New Providence, NJ 07974, hereinafter "MUJC," and

Berkeley Heights Public Schools
345 Plainfield Avenue, Berkeley Heights, NJ 07922

hereinafter "User":

WHEREAS, MUJC is the owner and operator of the Developmental Learning Center ("DLC") for students with autism located at 217 Mountain View Road, Warren, Somerset County, New Jersey; and

WHEREAS, this DLC features, among other facilities, an aquatic center consisting of two indoor swimming pools – a larger pool for competitive swimming and a smaller recreational pool for students; and

WHEREAS, User desires to enjoy the beneficial use of the competitive swimming pool; and

WHEREAS, the Parties desire to specifically set forth their respective rights and duties in regard to such use;

For and in consideration of the mutual promises and covenants contained herein, IT IS HEREBY Agreed as follows:

1. Facilities Available and Term of Agreement. The MUJC shall provide its competitive swimming pool at the DLC Warren, together with the dressing rooms and sanitary facilities adjacent thereto (all of which are hereinafter collectively called the "Facilities"), for the use and enjoyment of User between the hours and on the days indicated marked below for a term commencing 11/21/2022 and continuing through 3/10/2022, subject to the terms and conditions set forth herein.

Day	Start Time	End Time	Day	Start Time	End Time
xMonday	6:15 pm	7:45 pm	x Friday	6:15 pm	7:45 pm
xTuesday	6:15 pm	7:45 pm	☐ Saturday		
xWednesday	6:15 pm	7:45 pm	☐ Sunday		
xThursday	6:15 pm	7:45 pm			

User may not use the smaller recreational pool in the aquatic center without the prior express written permission of the Superintendent or Business Administrator, the granting of which may entail charges in additional to those set forth above.

2. Rules and Regulations. User shall abide by the MUJC's "Use of School Facilities, Guidelines and Regulations," and any associated Addenda, which pertain to Renters, those guidelines and regulations are appended hereto as Exhibit A, a copy of which User acknowledges by signing this Agreement.

In accordance with N.J.S.A. 18A:40-41.5(a) (2), the User has read and agrees to comply with Board Policy No. 2431.4, "Prevention and Treatment of Sports-Related Concussions and Head Injuries," a copy of which is attached and made a part hereof.

User shall also adhere to, and shall require all of its swimmers to adhere to any additional Pool Use Rules posted by the MUJC in the pool area. It is specifically understood by User that the MUJC may alter or amend the Pool Use Rules and Regulations at its discretion, to enhance the safety and/or maintenance of the Facilities, or to promote the general welfare of User and all other persons using and enjoying the Facilities described herein. MUJC shall deliver any such changes to User.

3. Supervision. The MUJC will not be responsible for supervision of User's swimmers or other invitees as this is solely the User's responsibility. User shall provide swimming pool supervision by at least one adult supervisor knowledgeable of the rules governing public recreational bathing places, N.J.A.C. 8:26, promulgated by the New Jersey Department of Health and Senior Services. User shall enforce bather and diving rules for swimming pools in accordance with N.J.A.C. 8:26-5.4 and -5.5. The person designated as the adult supervisor shall become familiar with the swimming pool evacuation plans maintained by the MUJC at the aquatic center. In addition, this person shall account for all swimmers and other invitees of the User before leaving the DLC.

4. First Aid and CPR Certification. User shall provide at least one person currently certified in standard first aid and professional level infant, child, and adult cardiopulmonary resuscitation ("CPR") by an organization approved by the New Jersey Department of Health and Senior Services and listed in the Appendix to N.J.A.C. 8:26 who shall be on the premises, available, and readily accessible when the swimming pool is in use. User shall provide a copy of the certifications to the MUJC prior to the initial use of the Facility.

5. Lifeguard. The MUJC shall provide two lifeguards certified by an organization recognized by the New Jersey Department of Health and Senior Services and listed in the Appendix to N.J.A.C. 8:26 who shall be on duty at all times when the swimming pool is in use.

6. Equipment. Except for the emergency equipment onsite, User may not use equipment of the MUJC without the express written permission of the Superintendent or Business Administrator. In the event that the User removes any item from MUJC's first aid kit, User shall notify the custodian onsite before leaving the Facility for the day and shall provide written notice to the MUJC Business Administrator within 12 hours thereafter so that the MUJC may replenish the item within a 24-hour period in accordance with the rules of the Department of Health and Senior Services.

7. Exoneration and Indemnification of MUJC. User agrees that use of the Facilities, and the MUJC buildings and grounds, shall be undertaken at the User's own risk and that the MUJC, its officers, employees and agents shall not be liable for any claims, demands, injuries, damages, actions, suits, proceedings, costs and expenses (including but not limited to attorney's fees) which arise from the use of the Facilities and the MUJC buildings and grounds by the User. User, for itself and on behalf of its agents, employees, licensees, and invitees, does hereby expressly forever release and discharge MUJC, its officers, employees and agents, from all such claims, demands, injuries, damages, actions and costs.

User agrees to defend, indemnify, and save harmless the MUJC, its officers, employees and agents from any claims by or on behalf of any person, firm, corporation, or other entity arising from User's conduct of the Facilities or from any accident in or on the MUJC buildings and grounds, and will further defend, indemnify and save harmless the MUJC, its officers, employees and agents from any claims arising from any breach or default on the part of User in the performance of this Agreement or arising from any act or negligence of the User, or any of its agents, employees, licensees, or invitees, and from any costs, counsel fees, expenses and liability incurred in or about any such claim or action.

Without limiting the foregoing, User shall also indemnify the MUJC and its officers, employees and agents from any "third party over" claims, such as that which may arise in the event an employee of the User is injured on the MUJC premises and sues the MUJC for his injuries notwithstanding that workers' compensation coverage provided through the User is intended to be the employee's exclusive remedy.

8. Insurance. User shall purchase and maintain throughout the term of this Agreement general liability insurance that affords coverage for no less than $5,000,000.00 for personal injury and bodily injury and $1,000,000.00 for property damage, each occurrence, in the event participants are injured or their property damaged during use of the MUJC's building and grounds. A copy of the general liability policy or the general liability endorsement and a Certificate of Insurance reflecting such coverage shall be submitted to the MUJC with the executed Agreement. The insurance policy shall be through an insurance company or companies authorized to do business in the State of New Jersey and shall name the **Morris-Union Jointure Commission, its officials and employees** as additional insureds.

User shall also obtain and maintain for the term of this Agreement standard New Jersey workers' compensation insurance. User shall provide, in a form satisfactory to the MUJC, evidence of such insurance prior to the initial use of the Facility.

9. Parking and Entrances. The MUJC reserves the right to designate those areas within the DLC Warren parking lot that may be used for parking by the User and its invitees. The MUJC also reserves the right to designate the entrances to the DLC and the Facilities to be used by User and its invitees. User agrees to use only that part of the parking area and those entrances so designated by the MUJC.

10. Pool Closing. The MUJC reserves the right to temporarily close the pools to protect health and safety of swimmers due to unexpected equipment failure, water quality control problems, or other factors that affect the safe operation of the pools. The Facility will not be open when the DLC Warren is closed due to inclement weather or other emergency. There will be no refunds for such cancellations and closings. The pools will be closed on the following dates:

Thursday, November 24, 2022	Friday, November 25, 2022
Friday, December 23, 2022	Monday, December 26, 2022
Tuesday, December 27, 2022	Wednesday, December 28, 2022
Thursday, December 29, 2022	Friday, December 30, 2022
Monday, January 2, 2023	Monday, January 16, 2023
Monday, February 20, 2023	

11. Payment to MUJC. For use of the swimming pools, the User shall pay the MUJC a fee of $7,379.00. For the lifeguard services, the User shall pay the MUJC a fee of $7,960.00. Payment is due in full no later than 11/21/2022. In addition, User shall pay the MUJC for all out-of-pocket costs incurred by the MUJC on account of the Facilities use, including swim meet timers and custodial staff. Swim meet timers will be provided for all swim meets at a rate of $56 for a single meet and $81 for a double meet. Custodian fees are charged whenever there is no regularly scheduled custodian on duty or the rental exceeds eight hours in one day, and all day on Sunday. These fees are billed by the hour, as follows, and shall be paid within thirty days of receipt of invoice.

Custodian hourly fees		
Monday – Friday	Saturday	Sunday
$51	$56	$66

12. No Additional Services. User acknowledges that the user fee charged pursuant to Paragraph 11 does not include the provision of services beyond those described in that Paragraph and Paragraph 5. User shall be solely responsible for the provision of any specialized or other services required by its students and staff in order to participate in User's activities at the Facilities.

13. Property Damage. User shall reimburse the MUJC for the cost of any property damage to the Facilities or its contents within thirty days of receipt of invoice. The MUJC will not be responsible for loss or damage to personal property of User, its agents, employees or invitees.

14. Recordkeeping; Notice. User shall maintain and provide the MUJC with an accurate and complete record of the daily number of swimmers using the MUJC pools and of any accidents requiring external emergency services, and of deaths or serious injury, including the person's full name, time, date and description of the occurrence, treatment, action taken, and name of the person on duty supervising the swimming pools for the User at the time. Injuries to the head, neck and spinal cord, and any injury rendering a person unconscious shall be reported to the local health authority and the MUCJ within twenty-four hours of its occurrence.

15. No Discrimination. User agrees that it shall engage in no discrimination prohibited by the federal or New Jersey law with respect to its use of the Facilities. Without limiting the foregoing, USER shall comply with all applicable anti-discrimination laws, including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the New Jersey Law against Discrimination, and their implementing regulations.

16. Termination. The MUJC may terminate this agreement on notice to User if User does not pay the fees provided for by this Agreement, fails to abide by the Guidelines and Regulations set forth in Exhibit A and the Pool Usage Rules posted in the swimming area, fails to provide adequate supervision of invitees, or otherwise violates the terms of this Agreement.

17. Assignment. This Agreement may not be assigned by either party, in whole or in part.

18. Entire Agreement; Modification. This Agreement, including Exhibit A, and any associated Addenda, constitutes the sole and entire Agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by both parties. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have hereunto set their hands and affixed their seals, this _____ day of _____, 2022.

Morris-Union Jointure Commission

By: Jason Parenti

Jason Parenti
SBA/Board Secretary

User:

_____
Signature

_____
Printed Name and Title

_____
Street Address

_____
City, State, Zip

_____
Telephone Number

EXHIBIT A

MORRIS-UNION JOINTURE COMMISSION
Use of School Facilities
Guidelines and Regulations

1. The Morris-Union Jointure Commission Board of Education ("MUJC") requires that all users of school facilities comply with New Jersey Statutes, regulations, New Jersey Department of Education directives, and MUJC Policies and regulations. Authorization for use of school facilities is not considered as endorsement of or approval of the activity, person, group or organization nor the purposes they represent. In the event the Superintendent of Schools deems it advisable, this application may be submitted to the Board of Education for action. The Superintendent of Schools or the MUJC may refuse to grant use of a school building, if in its judgment there is good reason why permission should be refused. No reason is required for such refusal.

2. At least three days prior to use of the facility, each organization requesting to use the MUJC's facilities ("Renter") must provide the MUJC with a Certificate of Insurance with the following minimum limits of liability: $1,000,000 bodily injury, property damage, and personal injury general liability coverage, including coverage for Athletic Participation (where use involves such activity) and with no "Abuse/Molestation" exclusion. The policy shall provide that this coverage is primary and without right of contribution from insurance carried by the MUJC. The Certificate of Insurance must designate the using organization as insured and the "Morris-Union Jointure Commission, its employees, officials, and agents" as Additional Insureds. The Certificate of Insurance must be accompanied by the actual Policy Endorsement conferring "Additional Insured" status on the Commission.

3. In accordance with N.J.S.A. 18A:40-41.5(a) (2), the Renter, who will also serve as the Licensee if authorized by the MUJC to utilize its premises, has read and hereby agrees to comply with Board Policy No. 2431.4 "Prevention and Treatment of Sports-Related Concussions and Head Injuries," a copy of which is attached and made a part hereof in connection with its use of the Facilities as provided in the Agreement and Addendum.

4. Pursuant to N.J.S.A. 18A:40-41(a) and N.J.S.A. 2A:62A-27, the MUJC, including its employees, agents and servants and which is also referred to as the "Licensor," shall not be liable for the injury or death of a person arising from the presence of and access to an automated extended defibrillators ("AED"), as well as the action or inaction of the Licensee or any of the Licensee's members, agents, contractors, servants, employees, volunteers, licensees, or invitees.

5. The Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees hereby acknowledge that the requirements of N.J.S.A. 18A:40-41(a-c) concerning AEDs apply to school-sponsored athletic events or team practices in which students of the district participate.

6. If the Renter, including its employees, agents and/or representatives, wishes to use the kitchen area for preparation of food, the MUJC's regularly paid personnel of the food service management company will be used and the renter will be billed for their services at the current rate.

7. Under no circumstances is it permissible for fees to be paid directly to the custodian or other school employees. All negotiations must be with the MUJC through the Business Administrator.

8. The MUJC may require a security deposit. Said deposit must be paid one week prior to the rental.

9. The buildings are not available for use when it would interfere with cleaning and maintenance schedules or when, in the discretion of the Superintendent of Schools, it would interfere with the operations of the MUJC.

10. The MUJC reserves the right to cancel the use of the facility in case of emergency or in the event it is necessary to reschedule a normal activity on the date requested by the applicant. In all cases, the MUJC will try to give as much notice as possible.

11. There will be no alcoholic beverages allowed on the premises during the use of the building. Smoking is prohibited at all time on school grounds. This is in compliance with State Law.

12. No school facility shall be permitted to be crowded with more persons than are allowed by the fire agency.

13. No applicant or user of school facilities is permitted to alter or decorate the facility without express written permission from the Business Administrator.

14. The Renter is responsible for supplying all equipment and all necessary personnel, except as specifically listed on the Building Use Application/Agreement (permit). The Renter shall designate an adult supervisor in charge of the activity who shall be present before the activity is due to start and shall remain with the group until all have left the facilities. There shall be a minimum or one adult for every ten persons under the age of 21 in the building at all times. The Renter shall be responsible for moving its equipment in and out of the building.

15. Use of school equipment must be specifically requested in writing at least one week prior to its anticipated use and can only be used if permission has been granted. The Renter accepts liability for any damage to or loss of such equipment that occurs while it is in use. Where rules so specify, no item of equipment will be used, except by a qualified operator, as established by the MUJC. Use of MUJC equipment on the premises by non-school personnel is limited to the equipment that is an integral part of the facility being used. No MUJC equipment will be removed from the premises for use by non MUJC personnel. Training by MUJC personnel is required prior to the Renter's use of MUJC equipment, including use by any of the Renter's employees, agents and /or representatives.

16. Granting permission to use school facilities does not carry with it the right to exclude members of the school administration or the MUJC, or its representatives from the premises. Any member or authorized employee of the MUJC or any of its representatives shall have full and free access at all times to any part of the premises. Additionally, school administration or designated MUJC representatives retain the right of inspection during the use of the facility by an outside organization and may enter the premises at any time for such purposes.

17. Due to security measures, and unless mutually agreed upon in writing by both parties, the facility will be locked 15 minutes after your contracted start time. Please notify the business office if there is a change to your contracted start time. No use of school facilities should continue beyond 10:00 p.m. Activities must be terminated to allow sufficient time for the facility to be cleared by that hour.

18. Only the dates, times and facilities listed in the permit are authorized.

19. All school facilities are rented conditionally upon the good behavior of the sponsoring organization and if any rules or regulations are broken or property damaged through carelessness or neglect, future applications for rental will be rejected. The Renter will be responsible for preservation of order and will be liable for any damages to or loss of MUJC property that may result from its use. Any permission granted to use the facilities is not transferable and may be revoked at any time by school authorities.

20. The Renter understands that when schools are closed due to a holiday, inclement weather, etc., - ALL AFTER SCHOOL AND EVENING ACTIVITIES ARE AUTOMATICALLY CANCELLED.

21. A school building custodian shall be on duty at all times during the hours when the facility is in use. His/her presence is for the purpose of security, inspection, and observation. His/her services are not at the disposal of the applicant or user of the building.

22. All school facilities are rented "as is". The MUJC makes no representations or warranties about the condition of the premises, facilities and/or equipment associated with the Renter's use of the MUJC's facilities. Similarly, the MUJC will not, nor is it required to, conduct any pre-cleaning of its premises, facilities and/or equipment prior to the Renter's use of the facilities.

23. Payment of fees must be remitted to the business office in full at least one week prior to the use of the facility unless another arrangement has been negotiated and agreed to, in writing, by both parties.

The undersigned, on behalf of the applicant and its members and guests, agrees to the terms set forth above and in the Building Use Application/Agreement.

Name of Sponsor/Officer	Signature
Name of Organization	Date

MORRIS-UNION JOINTURE COMMISSION

Use of School Facilities Guidelines and Regulations

ADDENDUM

In addition to the conditions and obligations set forth in the Morris-Union Jointure Commission Board of Education's ("MUJC") Use of School Facilities Application, Guidelines and Regulations (the "Facilities Use Requirements"), I agree to abide by all applicable government laws, rules, regulations, New Jersey State and federal agency guidance and Executive Orders related to the coronavirus disease 2019 (COVID-19), including, but not limited to, prevention guidelines, restrictions on gatherings, social distancing and face coverings requirements, and to require compliance with same by all present in connection with the use of the MUJC's facilities and premises. I further understand and affirm that the agreement to indemnify and hold harmless the MUJC, and the MUJC's individual members, employees, officers, agents, representatives and volunteers, as set forth in the Building Use Application/Agreement and the Facilities Use Requirements, applies to any and all claims or matters directly or indirectly related to COVID-19 and/or any variant or successor illness thereof, as does the insurance policy that I am required to maintain and present to the Morris-Union Jointure Commission in connection with this use of facilities.

It is further understood and agreed that, if the MUJC is required to or determines to close its facilities due to the public health pandemic, it may immediately due so without any prior notice and/or approval by the Renter, or any of its officers, agents or representatives. The MUJC will provide advance notice of any such closure, as reasonably foreseeable and able.

Unless as explained herein, the MUJC shall reimburse the Renter for any deposits and/or costs paid related to the approved use of facilities in the event the Board of Education's decision to close its facilities precludes the Renter's actual use of the facilities. The MUJC shall not reimburse the Renter for any deposits or costs associated with the actual or anticipated usage of its facilities if the reason for the closure is associated with the Renter's failure to comply with the health and safety obligations established herein.

The Renter shall reimburse the MUJC for any costs and expenditures that have been or will be incurred by the MUJC, pursuant to N.J.S.A. 18A:7F-9(e), should it be required to continue payment on existing contracts that had been entered into to effectuate the Renter's facilities use application.

This Addendum must be completed and submitted with the Facilities Use Requirements, and is made part thereof. Failure to do so may result in the Application being denied.

Renter/Organization: _____

Presiding Officer/
Authorized Agent Signature: _____

Title or Position: _____

Date: _____

LIMITED LICENSE AGREEMENT
WARINANCO SPORTS CENTER
(HOCKEY USE)

THIS AGREEMENT made this 20 day of September, 2022 between:
Warinanco Sports Center, % The Union County Department of Parks and Recreation, which facility is located at **One Park Drive, Roselle, NJ 07203**, and the **Union County Public Safety Department**, hereinafter referred to as the "Licensor",
and;

NAME OF GROUP: **Governor Livingston High School**
CONTACT PERSON:
STREET: **175 Watchung Blvd**
CITY: **Berkeley Heights**
TELEPHONE NUMBER:

Hereinafter referred to as "Licensee". Licensor and Licensee, for $1.00 and other good and valuable consideration, agree as follows:

1. PURPOSE: Licensor hereby grants to the Licensee a limited license to use the Warinanco Sports Center, located in Warinanco Park, Roselle, New Jersey ("Facility") for the following purpose, and on the date(s) and time(s) set forth below:

PURPOSE	DATE(S)	TIME(S)
Hockey Team Usage	See Attached Schedule	

It is understood and agreed that this limited license shall expire at end of the time period set forth above. Should additional time be needed by the Licensee, and should same be available, it must be noted on an "add/drop form" to be provided by Licensor and signed by both parties. The add/drop form shall become a part of this agreement and subject to all terms and conditions set forth herein.

2. LICENSE FEE and GROUP SIZE: Licensee agrees to pay Licensor the sum of **$12,000.00** for this limited license, payable in full by no later than the first reserved date as set forth in Section 1 above. Said sum shall constitute half which is **$6,000.00**. The deposit shall be paid on or before **November 1, 2022**. The last invoice shall be issued on or about the conclusion of the season. In the event Licensee has failed to pay all sums due by the indicted date, in that event the Licensor shall terminate this limited license.

Checks shall be made payable to "County of Union".

Licensee estimates the size of its group to be approximately _____ people.

3. SECURING THE LICENSED PREMISES: During the period of the limited license as set forth above, Licensee shall be fully responsible for securing the premises from the outside public. Use and enjoyment of the limited license granted by this agreement shall be confined to members of the Licensee's group. Any personal injury or property damage incurred during the license period as a result of the Licensee's failure to adhere to the provisions of this Section shall be the sole responsibility of the Licensee and shall become part of the indemnification provisions set forth in Sections 7 below.

4. SKATE RENTAL AND CAFÉ:
Licensee requests that; **(Circle the appropriate choice)**

(a.) the Skate Rental shop will (be) (not be) open for this event.
(b.) the Café will (be) (not be) open during this event.

5. NO OUTSIDE FOOD OR BEVERAGES: It is understood by the Licensee that outside alcoholic beverages, food and /or drinks of any kind are strictly forbidden.

6. CLEAN UP: Licensee shall remove all trash and debris from the license area, leaving same in the condition in which it was found.

7. ASSUMPTION OF THE RISK, HOLD HARMLESS AND INDEMNIFICATION: Licensee agrees to assume all risk inherent in the use of the Facility, and further agrees to hold Licensor harmless from any and all claims of any kind or nature that might be asserted by others for property damage and/or personal injury during the term and use of the Facility. Licensee hereby waives any and all claims and causes of action it might have asserted against Licensor, its servants, agents and employees. This includes any claim resulting from the failure of the Licensee to properly secure the premises as set forth in Section 3 above. Further, Licensee agrees to indemnify Licensor for any and all claims for damage asserted by third parties, including reasonable counsel fees incurred in the defense of such claims other than for negligence of the Licensor. Should such a claim be asserted against the Licensee, they shall immediately notify Licensor of same and provide whatever documentation has been given to Licensee in asserting said claim(s).

8. INSURANCE: No later than the date set forth for payment of the fees as set forth in Section 2 above, Licensee shall provide a current certificate of insurance evidencing comprehensive general liability coverage for both personal injury and/or property damage during the license term in a single limit amount of not less than $1,000,000.00. **"Warinanco Sports Center, Kemper Sports, The County of Union, its Board of County Commissioners, officers, employees, agents, servants and the State of New Jersey"; are included as Additional Insured under the general liability policy**. The General Liability Insurance coverage is provided on a primary and non-contributory basis to the County of Union, et al. Where applicable, a waiver of subrogation in favor of the County of Union, its Board of County Commissioners, officers, employees, agents, servants and the New Jersey Department of Environmental Protection is to be included in those policies of insurance where permitted by law, on all policies EXCEPT Workers Compensation.

9. REPRESENTATIONS OF LICENSEE: Licensee warrants to the Licensor that all persons using the Facility during the term of this limited license are members or are affiliated with the Licensee. Further, Licensee agrees that it shall not make available for sale, or request contributions for, general admission to events of the Licensee held at the Facility during the license period.

10. USE OF LOCKER ROOMS: Licensee shall use the Facility's locker room to change clothing and skating equipment. (Usage of locker rooms will be guided be current COVID-19 recommendations)

11. FACILITY REGULATIONS: Licensee, by signing this agreement, acknowledges that it has read the Facility Regulations attached as **EXHIBIT A**, and agrees to be bound its terms and conditions. Failure on the part of the Licensee to meet the requirements of these regulations shall constitute an act of default entitling Licensor to reimbursement for all damages incurred as a result of Licensee's default.

12. ICE RESURFACING: Licensor reserves the right to re-surface the ice prior to a team's use, if in the sole and absolute discretion of Licensor, the use of the ice surface creates a present danger and unsafe condition for participants. Should this occur, participants should be aware that the **time needed for re-surfacing will not in any way diminish the time slotted for that team's use of the rink.**

13. CANCELLATION: Licensor may have to cancel a scheduled date due to circumstance beyond its control. In such an event, Licensor shall use its best efforts to re-schedule Licensee's event to an alternate date. Should re-scheduling not be possible despite Licensor's effort to do so, Licensee shall be given a

full refund of the fee paid to Licensor. A payment voucher shall be provided to Licensee to initiate the refund process, which Licensee is to sign and return to Licensor.

In the event Licensee has to cancel a scheduled date, and should Licensor, despite its best efforts, be unable to schedule an alternate group into the time slot previously held by Licensee, then Licensee shall be deemed to have forfeited the fee for the scheduled date. Should Licensor be able to schedule an alternate group into Licensee's previously held time slot, then Licensee shall receive a full refund of fees as described above.

14. SECURITY: Licensor requires that Licensee provide security for varsity games against other teams, i.e. when it is the hosting/home team, at the facility.

This security shall be provided through the County of Union's Jobs4Blue program, which provides off-duty police officers to private entities.

Jobs4Blue will handle billing and scheduling of officers. They can be contacted at **877-425-8330** for any schedule requests, cancellations, or financial questions.

Licensor requires that Licensee provide proof of scheduling security with Jobs4Blue no later than 7 days before to Licensor's 1st hosting/home varsity game.

15. AUTHORITY TO SIGN: The parties represent that the persons signing this agreement have full authority to do so and further have authority to bind their respective groups to the performance of the obligations set forth in this agreement.

16. ASSIGNMENT: This agreement may not be assigned to any other person or entity without the written consent of the other party.

17. LAW GOVERNING: The within agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

Licensor

ATTEST:

BY: _____
Leon Grebla, General Manager
Warinanco Sports Center

Licensee

ATTEST:

BY: _____

BY: _____
Organization

REV. 10/21

Policies for Study And First Reading

0163 QUORUM

A quorum shall consist of five (5) Board members, **where the Board intends to discuss or act upon any area in which the sending-representative is eligible to vote under N.J.S.A. 18A:38-8.1.**[1] **A quorum shall consist of four Board members where the Board intends to discuss or act upon any area in which the sending-representative is ineligible to vote.** ~~constituting a majority of the full Board membership.~~ In the event any Board seat(s) are vacant at the time of a Board meeting due to a resignation or death, a quorum shall consist of a majority of the remaining Board members. No business shall be conducted in the absence of a quorum, except when the Doctrine of Necessity is invoked.

All Board meetings shall be called to commence not later than 8:00 p.m. of ~~In~~ the **designated day but, if**~~event~~ a quorum is not present at the **time for which**~~hour of convening,~~ the meeting **is called, the Board member or Board members present** may **recess the meeting**~~be recessed~~ to a time not later than 9:00 p.m. of the same day **and, if**~~. If~~ a quorum **be**~~is~~ not ~~then~~ present **at that time**, the **member or** members present may adjourn the meeting to **commence not later than 8:00 p.m. of another day, but not more than**~~a later date within~~ seven days **following the date for which the original meeting was called, but no further recess or adjournment of the meeting shall be made**.

The Board of Education recognizes ~~that~~ there may be matters that come before the Board or acts required of Board members in their official capacity where the Board member may have a conflict of interest or the act **by a Board member** would be in violation of N.J.S.A. 18A:12-24. In these matters, the Board member(s) **shall**~~will~~ remove **themselves**~~himself/herself~~ from any discussions, meetings (informal or formal), committee meetings, and/or a vote regarding the matter. The Board will consider this matter without the Board member(s) who has the conflict.

In the event a matter comes before the Board or an act is required of a Board member in **their**~~his/her~~ official capacity that is a conflict or would be in violation of N.J.S.A. 18A:12-24, the Board would still be required to have a quorum to consider the matter. However, the New

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[1] This includes: (a) tuition to be charged to the sending district by the receiving district and the bill lists or contracts for the purchase, operation or maintenance of facilities, equipment and instructional materials to be used in the education of the pupils of the sending district; (b) new capital construction to be utilized by sending district pupils; (c) appointment, transfer or removal of teaching staff members providing services to pupils of the sending district, including any teaching staff member who is a member of the receiving district's central administrative staff; (d) addition or deletion of curricular and extracurricular programs involving pupils of the sending district; (e) any matter directly involving the sending district pupils or programs and services utilized by those pupils; (f) approval of the annual receiving district budget; (g) any collectively negotiated agreement involving employees who provide services utilized by sending district pupils; (h) any individual employee contracts not covered by a collectively negotiated agreement, if those employees provide or oversee programs or services utilized by sending district pupils; and (i) any matter concerning governance of the receiving district board of education including, but not limited to, the selection of the board president or vice-president, approval of board bylaws, and the employment of professionals or consultants such as attorneys, architects, engineers, or others who provide services to the receiving district board of education.

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Jersey Department of Education and the School Ethics Commission ~~has~~ envisioned this prohibition could create a situation in which **the number of conflicted**~~so many~~ Board members **would prevent**~~have a conflict, that~~ the Board ~~would be unable~~ **from taking action on a matter**~~to take action on a matter~~. Therefore, when ~~more than~~ a quorum of the Board members **cannot be obtained due to a conflict** ~~must abstain from voting on a matter~~ **or the act would be in violation of N.J.S.A. 18A:12-24**, the Board will invoke the Doctrine of Necessity consistent with the New Jersey Department of Education and School Ethics Commission guidelines as follows:

A. Board Member(s) in Conflict - Less Than a Majority of The Board

1~~A~~. In the event a Board member(s) has a conflict of interest where the Board member will act in **their**~~his/her~~ official capacity, the Board member must remove **themselves**~~himself/herself~~ from any discussions, meetings (informal or formal), committee meetings, and/or a vote regarding the matter.

2~~B~~. In the event a Board member is unsure whether **they**~~he/she~~ or any other Board member has a conflict of interest or whether the matter, if acted upon by a Board member(s) is in violation of N.J.S.A. 18A:12-24 - Prohibited Acts, the School Board Attorney will make a determination.

3~~C~~. The School Board Attorney will provide the Board of Education an opinion on whether the matter is a conflict of interest or act prohibited by N.J.S.A. 18A:12- 24 - Prohibited Acts.

4~~D~~. If the Board member(s) believes ~~he/she has~~ a conflict of interest where **they**~~he/she~~ will act in **their**~~his/her~~ official capacity or if the School Board Attorney renders an opinion that the Board member has a conflict of interest where the Board member will act in **their**~~his/her~~ official capacity, the Board member will remove **themselves**~~himself/herself~~ from any discussions, meetings (informal or formal), committee meetings, and/or a vote regarding the matter.

B. **Board Member(s) in Conflict -** A Majority of Board Members in Conflict

1. In the event:

a~~A~~. A Board member(s) believes **they have**~~he/she has~~ a conflict of interest ~~where he/she will act in his/her official capacity;~~ or **if acted upon by a Board member is in violation of N.J.S.A. 18A:12-24; or**

b~~B~~. If the School Board Attorney renders an opinion **a**~~that the~~ Board member(s) has a conflict of interest **or if acted upon by a**~~where the~~ Board member **is**~~will act~~ in **violation of N.J.S.A. 18A:12-24**~~his/her official capacity~~; and

c~~C~~. The number of Board members that have a conflict would make it so the Board would be unable to take action on the matter, then the Board may invoke the ~~"Rule [or~~ Doctrine~~]~~ of Necessity." *U.S. v. Will*.

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C. ~~Rule [Or~~ Doctrine~~]~~ Of Necessity

~~1~~A. The Doctrine of Necessity may be invoked when ~~more than~~ **there are so many conflicted members that** a quorum **cannot be achieved.** ~~of the Board must abstain from voting on a matter.~~
This situation may arise when the Board members must vote on contracts with local bargaining units when they are members of the same statewide general union or have an immediate family member(s) in the local bargaining unit.

2. There are three prerequisites necessary for a Board to invoke the Doctrine of Necessity:
   a. The Board must be unable to act without the members in conflict taking part; ~~and~~
   b. There must be a pressing need for action, i.e. the matter cannot be laid aside until another date; and
   c. There can be no alternative forum that can grant the same relief. ~~(Allen v. Toms River Regional Board of Education, 233 N.J. Super 651 (Law Division 1989).~~

3. When the School Board Attorney advises the Board the Doctrine of Necessity must be invoked in order to obtain a quorum on a vote, the Board must **publicly state:**~~announce that it is invoking the Doctrine.~~
   a. **That**~~The announcement must include the reason the Board must invoke the Doctrine of Necessity including stating the nature of each Board members conflict.~~
   ~~b. The announcement will be in writing and should be recorded in the minutes of the meeting by the Board Secretary at the point when the vote takes place.~~
   ~~c. It is enough for the Board to announce~~ it is invoking the Doctrine **of Necessity;**~~and a separate Board Resolution is not required, however, the Minutes must reflect that the doctrine has been invoked.~~

   b. The specific reason/purpose for which the ~~4. When the Board announces the~~ Doctrine of Necessity is being invoked**; and**

   c. The specific nature of~~,~~ the **conflict of interest for each Board member that has a conflict of interest:**

      (1) The specific nature details, parameters and/or other pertinent facts of the **conflict of interest for each Board member**~~matter to be voted~~ should **include** ~~be revealed on an agenda for~~ the **Board member's name; the name of the immediate family member or relative**~~public meeting in~~ which **is the basis for the conflict of interest, and the position that immediate family member or relative holds; or**

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(2) If the specific nature of the conflict of interest for a Board member is a conflict other than an immediate family member or relative, the announcement should include the conflict ~~**which**the matter is~~ **the basis for the conflict of interest.** ~~to be voted upon.~~

4. When the Board invokes the Doctrine of Necessity, it will adopt a Resolution setting forth the same information as outlined in C.3. above.

5. When the Board invokes the Doctrine of Necessity, the Resolution will be:

a. Read at a regularly scheduled public meeting;

b. Posted in such places the Board posts public notices for thirty days; and

c. Provided to the School Ethics Commission.

6~~5~~. The Board members who have a conflict in the matter are prohibited from:

a. Participating in any discussions on the matter prior to the announcement **of the invocation of the Doctrine of Necessity at the**~~and~~ public meeting; ~~and~~

b. **Being present in**~~From entering~~ an executive session **when**~~in order to discuss the merits of~~ the matter **is being discussed**~~or contract~~; and

c. **Offering**~~From offering~~ their opinions on the matter at any time prior to the announcement **or the invocation of the Doctrine of Necessity**~~and public meeting~~.

~~6. The Board members who have a conflict in the matter may only participate to the extent they may vote after the motion to approve and/or ratify the matter has been made and seconded and the Doctrine of Necessity has been thoroughly explained to the public.~~

7. **The** Board members **who have a**~~in~~ conflict may only ask questions regarding the matter to be voted on in public and after the Board has invoked the Doctrine of Necessity.

8. **The** Board members **who have a**~~in~~ conflict may explain their reasons for not voting just before the vote.

N.J.S.A. 18A:**10-6; 18A:**12-24
N.J.S.A 18A:38-8.1
New Jersey School Ethics Commission – Advisory **Opinions**~~Opinion~~ A10-93(b)**,**~~) and~~ A07-94**, and C07-96**

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New Jersey School Ethics Commission – Resolution on Invoking the Doctrine of Necessity – June 25, 2018

Adopted: November 14, 1964
Revised: February 15, 2001
August 12, 2021

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~~5512.01~~ **5512** HARASSMENT, INTIMIDATION**, OR** ~~AND~~ BULLYING **(M)**

5512

M

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~~S. Approved Private Schools for Students with Disabilities (APSSD)~~

~~A. Policy Statement~~

The Board of Education prohibits acts of harassment, intimidation, or bullying of a student. **The Board has determined that a** ~~A~~ safe and civil environment in school is necessary for students to learn and achieve high academic standards**; harassment**~~. Harassment~~, intimidation, or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. ~~Harassment, intimidation, or bullying is unwanted, aggressive behavior that may involve a real or perceived power imbalance.~~ Since students learn by example, school administrators, faculty, staff, and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation, or bullying.

For the purposes of **this**~~the~~ Policy, the term "~~"~~parent,"~~,"~~ pursuant to N.J.A.C. 6A:16-1.3, means the natural parent(s)~~;)~~ **or** adoptive parent(s)~~;),~~ legal guardian(s)**; resource family**~~), foster~~ parent(s)~~;),~~ or parent surrogate(s) of a student. **When**~~Where~~ parents are separated or divorced, "~~"~~parent"~~"~~ means the person or agency which has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided ~~such~~ parental rights have not been terminated by a court of appropriate jurisdiction.

B. **Definition of** Harassment, Intimidation, **or**~~and~~ Bullying ~~Definition~~

"Harassment, intimidation, or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, as defined in N.J.S.A. 18A:37-14, whether it be a single incident or a series of incidents that:

1. Is reasonably perceived as being motivated by either any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic;

2. Takes place on school property, at any school-sponsored function, on a school bus, or off school grounds, as provided for in N.J.S.A. 18A:37-15.3;

3. Substantially disrupts or interferes with the orderly operation of the school or the rights of other students; and that

a. A reasonable person should know, under the circumstances, that the act(s) will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to **their**~~his/her~~ person or damage to **their**~~his/her~~ property; or

b. Has the effect of insulting or demeaning any student or group of students; or

c. Creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

The Board recognizes that bullying is unwanted, aggressive behavior that may involve a real or perceived power imbalance. Recognizing "a real or perceived power imbalance" may assist school officials in identifying harassment, intimidation, or bullying within the context and relative positions of the alleged aggressor and target.

"Electronic communication" means a communication transmitted by means of an electronic device, including, but not limited to, a telephone, cellular phone, computer, or **remotely activating paging device (N.J.A.C. 6A:16-1.3).**~~pager.~~

In accordance with the Board of Education's Code of Student Conduct and this Policy, all acts of harassment, intimidation, or bullying that occur off school grounds, such as "cyber-

bullying" (e.g., the use of electronic means to harass, intimidate, or bully) is addressed in this Policy.

C. Student Behavior

~~C. Student Expectations~~

The Board **of Education** expects students to conduct themselves in keeping with their levels of development, maturity, and demonstrated capabilities, with **a** proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities and the care of school facilities and equipment, consistent with the Code of Student Conduct.

The Board believes that standards for student behavior must be set cooperatively through interaction among the ~~students,~~ parents **and other community representatives**~~, school employees~~, school administrators, school **employees, school** volunteers, and **students of the school district,** ~~community representatives,~~ producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school district and community property on the part of students, staff, and community members.

Students are expected to behave in a way that creates a supportive learning environment. The Board believes the best discipline is self-imposed, and **that** it is the responsibility of staff to use instances of violations of the Code of Student Conduct as opportunities **for helping**~~to help~~ students learn to assume and accept responsibility for their behavior and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to prevent student conduct problems and foster students' abilities to grow in self-discipline.

The Board expects ~~that~~ students will act in accordance with the student behavioral expectations and standards regarding harassment, intimidation, **or**~~and~~ bullying, including:

1. Student responsibilities (e.g., requirements for students to conform to reasonable standards of socially accepted behavior; respect the person, property, and rights of others; obey constituted authority; and respond to those who hold that authority);

2. Appropriate recognition for positive reinforcement for good conduct, self- discipline, and good citizenship;

3. Student rights; and

4. Sanctions and due process for violations of the Code of Student Conduct.

Pursuant to N.J.S.A. 18A:37-15(a) and N.J.A.C. 6A:16-7.1(a) 1, the district has involved a broad-base of school and community members, including parents, **school employees, volunteers,** students, ~~instructional staff, student support services staff, school administrators,~~ and ~~school volunteers, as well as~~ community **representatives**~~organizations, such as faith-based, health and human service, business and law enforcement~~, in the development of this Policy.

Pursuant~~Based on locally determined and accepted core ethical values adopted by the Board, pursuant~~ to N.J.A.C. 6A:16-7.1~~(a)2~~, the Board **developed**~~must develop~~ guidelines for student conduct**, taking** ~~pursuant to N.J.A.C. 6A:16-7.1. These guidelines for student conduct will take~~ into consideration the **nature of the behavior; the nature of the student's disability, if any and to the extent relevant; the** developmental ages of students~~;~~**,** ~~the~~ severity of the offenses and students' histories of inappropriate behaviors~~;~~**,** ~~and~~ the mission and physical facilities of the individual school(s) in the district. This Policy requires all students in the district to adhere to the rules established by the school district and to submit to the remedial and consequential measures that are appropriately assigned for infractions of these rules.

Pursuant to N.J.A.C. 6A:16-7.1, the Superintendent **shall**~~must~~ annually provide to students and their parents ~~or guardians~~ the rules of the district regarding student conduct. Provisions shall be made for informing parents ~~or guardians~~ whose primary language is other than English.

The district prohibits active or passive support for acts of harassment, intimidation, or bullying. **The school district will**~~Students are encouraged to~~ support ~~other~~ students who:

1. Walk away from acts of harassment, intimidation, **or**~~and~~ bullying when they see them;

2. Constructively attempt to stop acts of harassment, intimidation, or bullying;

3. Provide support to students who have been subjected to harassment, intimidation, or bullying; and

4. Report acts of harassment, intimidation, **or**~~and~~ bullying to the designated school staff member.

D. Consequences and ~~Appropriate~~ Remedial Actions

The Board of Education requires its school administrators to implement procedures that ensure both the appropriate consequences and remedial responses for students who commit one or more acts of harassment, intimidation, or bullying, consistent with the Code of Student Conduct, and the consequences and remedial responses for staff members who commit one or more acts of harassment, intimidation, or bullying.

In every incident found to be harassment, intimidation, or bullying, the school Principal, in consultation with appropriate school staff, may apply disciplinary consequences and/or remedial actions, such as the provision of counseling, behavioral interventions, or other measures.

Appropriate consequences and remedial actions are those that are graded according to the severity of the offenses; consider the developmental ages of the student offenders; the nature of the student's disability, if any and to the extent relevant; and students' histories of inappropriate behaviors, per the Code of Student Conduct and N.J.A.C. 6A:16-7.

The following factors, at a minimum, shall be given full consideration by **the** school administrators in the implementation of appropriate consequences and remedial measures for each act of harassment, intimidation, or bullying by students.

~~Appropriate remedial action for a student who commits an act of harassment, intimidation, or bullying that takes into account the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performances. The appropriate remedial action may also include a behavioral assessment or evaluation including, but not limited to, a referral to the Child Study Team as appropriate; and supportive interventions and referral services, including those at N.J.A.C. 6A:16-8.~~

Factors for Determining Consequences

- ~~1.~~ Age, **disability (if any and to the extent relevant),**

developmental and maturity levels of the parties involved and their relationship to the school district;

- ~~2.~~ Degrees of harm;
- ~~3.~~ Surrounding circumstances;
- ~~4.~~ Nature and severity of the **behaviors;**~~behavior(s);~~
- ~~5.~~ Incidences of **past**~~part~~ or continuing patterns of behavior;
- ~~6.~~ Relationships between the parties involved; and
- ~~7.~~ Context in which the alleged **incidences**~~incidents~~ occurred.

Factors for Determining Remedial Measures

Personal**:**

- ~~1.~~ Life skill deficiencies;
- ~~2.~~ Social relationships;
- ~~3.~~ Strengths;
- ~~4.~~ Talents;
- ~~5.~~ Traits;
- ~~6.~~ Interests;
- ~~7.~~ Hobbies;

- ~~8.~~ Extra-curricular activities;
- ~~9.~~ Classroom participation;
- ~~10.~~ Academic performance;~~ and~~
- ~~11.~~ Relationship to **peers; and**
- **Relationship between student/family**~~students~~ and the school district.

Environmental**:**

- ~~1.~~ School culture;
- ~~2.~~ School climate;
- ~~3.~~ Student-staff relationships and staff behavior toward the student;
- ~~4.~~ General staff management of classrooms or other educational environments;
- ~~5.~~ Staff ability to prevent and manage difficult or inflammatory situations;
- **Availability of programs to address student behavior;**
- ~~6.~~ Social-emotional and behavioral supports;
- ~~7.~~ Social relationships;
- ~~8.~~ Community activities;
- ~~9.~~ Neighborhood situation; and
- ~~10.~~ Family situation.

Examples of Consequences and **Remedial Measures**

The consequences and~~appropriate~~ remedial **measures may include, but are not limited to, the examples listed below:**

Examples of Consequences:

- **Admonishment;**

- **Temporary removal from the classroom (any removal of .5 days or more must be reported in the Student Safety Data System);**
- **Deprivation of privileges;**
- **Classroom or administrative detention;**
- **Referral to disciplinarian;**
- **In-school suspension during the school week or the weekend;**
- **Out-of-school suspension (short-term or long-term);**
- **Reports to law enforcement or other legal** action;
- **Expulsion; and**
- **Bans from receiving certain services, participating in school-district-sponsored programs or being in school buildings or on school grounds.**

Examples of Remedial Measures

Personal:

- **Restitution and restoration;**
- **Peer support group;**
- **Recommendations of a student behavior or ethics council;**
- **Corrective instruction or other relevant learning or service experience;**
- **Supportive student interventions, including participation of the Intervention and**

Referral Services Team, pursuant to N.J.A.C. 6A:16-8;

- **Behavioral assessment or evaluation, including, but not limited to, a referral to the Child Study Team, as appropriate;**
- **Behavioral management plan, with benchmarks that are closely monitored;**
- **Assignment of leadership responsibilities (e.g., hallway or bus monitor);**
- **Involvement of school "disciplinarian;"**
- **Student counseling;**
- **Parent conferences;**
- **Alternative placements (e.g., alternative education programs);**
- **Student treatment; and**
- **Student therapy.**

Environmental (Classroom, School Building, or School District):

- **School and community surveys or other strategies for determining the conditions contributing to HIB;**
- **School culture change and school climate improvement;**
- **Adoption of research-based, systemic bullying prevention programs;**
- **School policy and procedures revisions;**
- **Modifications of schedules;**
- **Adjustments in hallway traffic;**

- **Modifications in student routes or patterns traveling to and from school;**
- **Supervision of student before and after school, including school transportation;**
- **Targeted use of monitors (e.g., hallway, cafeteria, locker room, playground, school perimeter, bus);**
- **Teacher aides;**
- **Small or large group presentations for fully addressing the behaviors and the responses to the behaviors;**
- **General professional development programs for certificated and non-certificated staff;**
- **Professional development plans for involved staff;**
- **Disciplinary action for school staff who contributed to the problem;**
- **Supportive institutional interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;**
- **Parent conferences;**
- **Family counseling;**
- **Involvement of parent-teacher organizations;**
- **Involvement of community-based organizations;**
- **Development of a general bullying response plan;**
- **Recommendations of a student behavior or ethics council;**
- **Peer support groups;**
- **Alternative placements (e.g., alternative**

education programs);

- **School transfers; and**
- **Law enforcement (e.g., safe schools resource officer, juvenile officer) involvement or other legal action.**

Consequences and appropriate remedial actions for a student or staff member who commits one or more acts of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion of students, as set forth in the **Board's approved Code of Student Conduct, pursuant to N.J.A.C. 6A:16-7.1.** ~~Board's approved Code of Student Conduct pursuant to N.J.A.C. 6A:16-7.1. Consequences for a student who commits an act of harassment, intimidation, or bullying are those that are varied and graded according to the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performance, consistent with the Board's approved Code of Student Conduct and N.J.A.C. 6A:16-7, Student Conduct. Remedial measures shall be designed to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the victim of the act, and take corrective action for documented systemic problems related to harassment, intimidation, or bullying. The consequences and remedial measures may include, but are not limited to, the examples listed below:~~

The Principal, in consultation with ~~Examples of Consequences~~

~~1. Admonishment;~~

~~2. Temporary removal from the classroom;~~

~~3. Deprivation of privileges;~~

~~4. Classroom or administrative detention;~~

~~5. Referral to disciplinarian;~~

~~6. In-school suspension during the school week or the weekend;~~

~~7. After-school programs;~~

~~8. Out-of-school suspension (short-term or long-term);~~

~~9. Reports to law enforcement or other legal action;~~

~~10. Expulsion; and~~

~~11. Bans from providing services, participating in school-district-sponsored programs, or being in school buildings or on school grounds.~~

~~Examples of Remedial Measures – Personal~~

~~1. Age~~ appropriate **school staff, shall develop an individual student intervention plan when** ~~arestitution and restoration;~~

~~2. Peer support group;~~

~~3. Recommendations of a student behavior or ethics council;~~

~~4. Corrective instruction or other relevant learning or service experience;~~

~~5. Supportive~~ student **is found to be an offender in three** ~~interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;~~

~~6. Behavioral assessment or evaluation, including, but not limited to, a referral to the Child Study Team, as appropriate;~~

~~7. Behavioral management plan, with benchmarks that are closely monitored. Ensure the student has a voice in the outcome and can identify ways he or she can solve the problem and change behaviors;~~

~~8. Assignment of leadership responsibilities (e.g., hallway or bus monitor);~~

~~9. Involvement of school disciplinarian;~~

~~10. Student counseling;~~

~~11. Parent conferences;~~

~~12. Alternative placements (e.g., alternative education programs;~~

~~13. Student treatment; or~~

~~14. Student therapy.~~

~~Examples of Remedial Measures – Environmental (Classroom, School Building or School District)~~

~~1. School and community surveys or other strategies for determining the conditions contributing to~~ harassment, intimidation, or bullying **incidents**~~;~~

~~2. School culture change;~~

~~3. School climate improvement;~~

~~4. Adoption of research-based, systemic bullying prevention programs;~~

~~5. School policy~~ and **each subsequent incident occurring within one school year. The**~~procedures revisions;~~

~~6. Modifications of schedules;~~

~~7. Adjustments in hallway traffic;~~

~~8. Modifications in~~ student **intervention**~~routes or patterns traveling to and from school;~~

~~9. Supervision of student before and after school, including school transportation;~~

~~10. Targeted use of monitors (e.g., hallway, cafeteria, locker room, playground, school perimeter, bus);~~

~~11. Teacher aides;~~

~~12. Small or large group presentations for fully addressing the behaviors and the responses to the behaviors;~~

~~13. General professional development programs for certificated and non- certificated staff;~~

~~14. Professional development plans for involved staff;~~

~~15. Disciplinary action for school staff who contributed to the problem;~~

~~16. Supportive institutional interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;~~

~~17. Parent conferences;~~

~~18. Family counseling;~~

~~19. Involvement of parent-teacher organizations;~~

~~20. Involvement of community-based organizations;~~

~~21. Development of a general bullying response~~ plan **may include disciplinary ;**

~~22. Recommendations of a student behavior or ethics council;~~

~~23. Peer support groups;~~

~~24. Alternative placements (e.g., alternative education programs);~~

~~25. School transfers; and~~

~~26. Law enforcement (e.g., safe schools resource officer, juvenile officer) involvement or other legal action.~~

~~N.J.A.C. 6A:16-7.9(a)2.vi requires appropriate~~ consequences and/**or** remedial actions **and may require the student, accompanied by a parent, to satisfactorily complete a class or training program to reduce harassment, intimidation, or bullying behavior. Each student intervention plan must be approved by the Superintendent.**

While the majority of incidents may be addressed solely by school officials, the Superintendent or designee and the Principal shall report a harassment, intimidation, or bullying incident to law enforcement officials if the conduct rises to the level of a mandatory report as outlined in the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials.

Consequences and Appropriate Remedial Actions – Adults

The district will also impose appropriate consequences and remedial actions to an adult~~for any staff member~~ who commits an act of harassment, intimidation, or bullying of a student. The consequences may include, but not be limited to: ~~,~~ verbal or written reprimand;~~,~~ increment withholding;~~,~~ legal action;~~,~~ disciplinary action;~~, and/or~~ termination**; and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds.** ~~.~~ Remedial measures may include, but not be limited to: ~~,~~ in or out-of-school counseling, professional development programs, and work environment modifications.

~~Target/Victim Support~~

~~Districts should identify a range of strategies and resources that will be available to individual victims of harassment, intimidation, and bullying, and respond in a manner that provides relief to victims and does not stigmatize victims or further their sense of persecution. The type, diversity, location, and degree of support are directly related to the student's perception of safety.~~

~~Sufficient safety measures should be undertaken to ensure the victims' physical and social-emotional well-being and their ability to learn in a safe, supportive, and civil educational environment.~~

~~Examples of support for student victims of harassment, intimidation, and bullying include:~~

~~1. Teacher aides;~~

~~2. Hallway and playground monitors;~~

~~3. Partnering with a school leader;~~

~~4. Provision of an adult mentor;~~

~~5. Assignment of an adult "shadow" to help protect the student;~~

~~6. Seating changes;~~

~~7. Schedule changes;~~

~~8. School transfer;~~

~~9. Before- and after-school supervision;~~

~~10. School transportation supervision;~~

~~11. Counseling; and~~

~~12. Treatment or therapy.~~

E. **Reporting** Harassment, Intimidation, **or**~~and~~ Bullying ~~Off School Grounds~~

~~This Policy and the Code of Student Conduct shall apply to instances when a school employee is made aware of alleged harassment, intimidation, or bullying occurring off school grounds when:~~

~~1. The alleged harassment, intimidation, or bullying has substantially disrupted or interfered with the orderly operation of the school or the rights of other students; and either~~

~~2. A reasonable person should know, under the circumstances, that the alleged behavior will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or~~

~~3. The alleged behavior has the effect of insulting or demeaning any student or group of students; or~~

~~4. The alleged behavior creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.~~

~~F. Harassment, Intimidation, and Bullying Reporting Procedure~~

The Board of Education requires the Principal at each school to be responsible for receiving **all** complaints alleging **harassment, intimidation, or bullying committed by an adult or youth against a student.** ~~violations of this Policy.~~ All Board members, school employees, and volunteers and contracted service providers who have contact **with** students**,** are required to verbally report alleged **acts**~~violations~~ of **harassment, intimidation, or bullying**~~this Policy~~ to the Principal or ~~the Principal's~~ designee on the same day when the individual witnessed or received reliable information regarding any such incident. All Board members, school employees, and ~~volunteers and~~ contracted service providers who have contact with students, also shall submit a **New Jersey Department of Education-approved HIB 338 Form**~~report in writing~~ to the Principal within two school days of the verbal report. **Failure to make the required report(s) may result in disciplinary action. The HIB 338 Form shall be kept on file at the school, but shall not be included in any student record unless the incident results in disciplinary action or is otherwise required to be contained in a student's record under State or Federal Law.**

The district may not fail to initiate an investigation of harassment, intimidation, or bullying solely because written documentation was not provided. Failing to conduct a harassment, intimidation, or bullying investigation solely because a parent or student did not submit written documentation violates the Anti-Bullying Bill of Rights Act and this Policy. If a parent makes a verbal allegation of harassment, intimidation, or bullying to a district staff member, but does not complete and submit the HIB 338 Form, the staff member or a designee must complete and submit the HIB 338 Form.

The Principal **or designee is required to**~~will~~ inform the parents of all students involved in alleged incidents**,** and, as appropriate, may discuss the availability of counseling and other intervention

services. **Pursuant to N.J.A.C. 6A:16-7.7(a)2.viii.(2), when providing notification to the parents of all students involved, the Principal or designee shall take into account the circumstances of the incident when conveying the nature of the incident, including the actual or perceived category motivating the alleged offense. The Principal or designee shall keep a written record of the date, time, and manner of notification to the parents.**

The Principal, upon receiving a verbal or written report, may take interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation.

~~The Principal, in consultation with the anti-bullying specialist, may make a preliminary determination as to whether a reported incident or complaint regarding students, assuming all facts presented are true, is a report within the scope of N.J.S.A. 18A:37-14. If the Principal's preliminary determination is that the incident or complaint reported is outside the scope of N.J.S.A. 18A:37-14, the individual reporting the incident will be notified and the Principal's determination may be appealed to the Board of Education and thereafter to the Commissioner of Education in accordance with N.J.A.C. 6A:3. The Board's Pupil Grievance Policy 5710 shall govern.~~

~~If the Principal determines that the reported incident or complaint is within the scope of N.J.S.A. 18A:37-14, then s/he will inform the parents of all students involved in alleged incidents, and, as appropriate, may discuss the availability of counseling and other intervention services. The Principal, upon receiving a verbal or written report, may take interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation. The Principal shall take into account the circumstances of the incident when providing notification to parents and guardians of all students involved in the reported harassment, intimidation, or bullying incident and when conveying the nature of the incident, including the actual or perceived protected category motivating the alleged offense.~~

Students, parents, and visitors are encouraged to report alleged **acts**~~violations~~ of **harassment, intimidation, or bullying**~~this Policy~~ to the Principal **or designee** on the same day when the individual witnessed or received reliable information regarding any such incident. **The school district shall provide a person an online means to complete the HIB 338 Form to anonymously**~~Students, parents, and visitors may~~ report an act of harassment, intimidation, or bullying**.** ~~anonymously.~~ Formal action for violations of the Code of Student Conduct may not be taken solely on the basis of an anonymous report.

A Board member or school employee who promptly reports an incident of harassment, intimidation, or bullying and who makes this report in compliance with the procedures set forth in **this**~~the~~ Policy, is immune from a cause of action for damages arising from any failure to remedy the reported incident.

The Principal shall promptly submit a copy of each completed HIB 338 Form to the Superintendent.

~~In accordance with the provision of N.J.S.A. 18A:37-18, the harassment, intimidation, and bullying law does not prevent a victim from seeking redress under any other available law, either civil or criminal, nor does it create or alter any tort liability.~~

The district may consider every mechanism available to simplify reporting, including standard reporting forms and/or web-based reporting mechanisms. For anonymous reporting**, in addition to making the HIB 338 Form available online**, the district may consider locked boxes located in areas of a school where reports can be submitted without fear of being observed.

A school administrator who receives a report of harassment, intimidation, **or**~~and~~ bullying **or who determines**~~from~~ a **reported incident or complaint, assuming all facts presented are true, is a report within the scope of N.J.S.A. 18A:37-14**~~district employee,~~ and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action. **The district also should consider procedures and disciplinary action when it is found that someone had information regarding a harassment, intimidation, or bullying incident, but did not make the required report(s).**

F. ~~G.~~ Anti-Bullying Coordinator, Anti-Bullying Specialist, and School Safety/School Climate Team(s)

1. The **Superintendent**~~superintendent~~ shall appoint a district Anti-Bullying Coordinator. The Superintendent shall make every effort to appoint an employee of the school district to this position.

The district Anti-Bullying Coordinator shall:

a. Be responsible for coordinating and strengthening the school district's policies to prevent, identify, and address harassment, intimidation, or bullying of students;

b. Collaborate with school Anti-Bullying Specialists in the district, the Board of Education, and the Superintendent to prevent, identify, and respond to harassment, intimidation, or bullying of students in the district;

c. Provide data, in collaboration with the Superintendent, to the Department of Education regarding harassment, intimidation, or bullying of students;

d. Execute such other duties related to school harassment, intimidation, or bullying as requested by the Superintendent; and

e. Meet at least twice a school year with the school Anti-Bullying Specialist(s) to discuss and strengthen procedures and policies to prevent, identify, and address harassment, intimidation, **or**~~and~~ bullying in the district.

2. The Principal in each school shall appoint a school Anti-Bullying Specialist. **The Anti-Bullying Specialist shall be**~~When~~ a ~~school~~ guidance counselor, school psychologist, or **other certified staff member**~~another individual similarly~~ trained **to be the Anti-Bullying Specialist from among the** ~~is~~ currently employed **staff** in the school.~~, the Principal shall appoint that individual to be the school Anti-~~

~~Bullying Specialist. If no individual meeting this criteria is currently employed in the school, the Principal shall appoint a school Anti-Bullying Specialist from currently employed school personnel.~~

~~The school Anti-Bullying Specialist shall:~~

a. Chair the School Safety/School Climate Team as provided in N.J.S.A. 18A:37-21;

b. Lead the investigation of incidents of harassment, intimidation, or bullying in the school; and

~~c~~**d**. Act as the primary school official responsible for preventing, identifying, and addressing incidents of harassment, intimidation, or bullying in the school.

3. A School Safety/School Climate Team shall be formed in each school in the district to develop, foster, and maintain a positive school climate by focusing on the on-going~~,~~ systemic **operational proceduresprocess** and **educational** practices in the school, and to address ~~school climate~~ issues such as harassment, intimidation, or bullying **that affect school climate and culture.** ~~.~~ Each School Safety/School Climate Team shall meet**, at a minimum,**~~least~~ two times per school year. The School Safety/School Climate Team shall consist of the Principal or the Principal's designee who, if possible, shall be a senior administrator in the school and the following appointees of the Principal: a teacher in the school; a school Anti-Bullying Specialist; a parent of a student in the school; and other members to be determined by the Principal. The school Anti-Bullying Specialist shall serve as the chair of the School Safety/School Climate Team.

The School Safety/School Climate Team shall:

a. Receive **records of all**~~any~~ complaints of harassment, intimidation, or bullying of students that have been reported to the Principal;

b. Receive copies of **all reports**~~any report~~ prepared after an investigation of an incident of harassment, intimidation, or bullying;

c. Identify and address patterns of harassment, intimidation, or bullying of students in the school;

d. Review and strengthen school climate and the policies of the school in order to prevent and address harassment, intimidation, or bullying of students;

e. Educate the community, including students, teachers, administrative staff, and parents, to prevent and address harassment, intimidation, or bullying of students;

f. Participate in the training required pursuant to the provisions of N.J.S.A. 18A:37-13 et seq. and other training which the Principal or the district Anti-Bullying Coordinator may request**. The School Safety/School Climate Team shall be provided professional development opportunities that may address effective practices of successful school climate programs or approaches; and**~~;~~

gg. Collaborate with the district Anti-Bullying Coordinator in the collection of district-wide data and in the development of district policies to prevent and address harassment, intimidation, or bullying of students; and

h. Execute such other duties related to harassment, intimidation, or bullying as requested by the Principal or district Anti-Bullying Coordinator.

~~The members of a School Safety/School Climate Team shall be provided professional development opportunities that address effective practices of successful school climate programs or approaches.~~ Notwithstanding any provision of N.J.S.A. 18A:37-21 to the contrary, a parent who is a member of the School Safety/School Climate Team shall not participate in the activities of the team set forth in 3.a., b., or c. above or any other activities of the team which may compromise the confidentiality of a student**, consistent with, at a minimum, the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232 and 34 CFR Part 99), N.J.A.C. 6A:32-7, Student Records and N.J.A.C. 6A:14-2.9, Student Records**.

G. Investigating Allegations of~~**H.**~~ Harassment, Intimidation, **or**~~**and**~~ Bullying ~~Investigation~~

Investigate All Reports

The Board **of Education** requires a thorough and complete investigation to be conducted for each report of an alleged incident of harassment, intimidation, or bullying. **All details of an alleged incident must be populated into the HIB 338 Form. However, completing the form shall not delay beginning the investigation in accordance with the law.**

The HIB 338 Form shall be kept on file at the school and will only be added to a student record if the alleged incident is founded, disciplinary action is imposed or is otherwise required to be contained in a student's record under State or Federal law.

The investigation shall be initiated by the Principal or ~~the Principal's~~ designee within one school day of the verbal report of the incident. The investigation shall be conducted by the school **anti-bullying specialist appointed by the Principal.** ~~Anti-Bullying Specialist.~~ The Principal may appoint additional personnel who are not school **anti-bullying specialists**~~Anti-Bullying Specialists~~ to assist the school **anti-bullying specialist**~~Anti-Bullying Specialist~~ in the investigation. Investigations **of**~~or~~ complaints concerning adult conduct shall not be investigated by a member of the same bargaining unit as the individual who is the subject of the investigation. **The anti-bullying specialist may not participate in an investigation regarding their supervisor or staff at a higher administrative level**~~An investigation concerning a staff member shall not be conducted by a staff member who is supervised by the staff member being~~

~~investigated or who is an administrator in the district. The Principal or designee, in consultation with the Superintendent or designee, will appoint a staff member to complete these investigations~~.

~~The investigation shall be completed, and the written findings submitted to the Principal as soon as~~ possible, but not later than ten school days from the date of the written report of the alleged incident of harassment, intimidation, or bullying **or from the date of the written notification from the Superintendent to the Principal to initiate an investigation.** ~~.~~ Should information regarding the reported incident and the investigation be received after the end of the ten-day period, the school **anti-bullying specialist**~~Anti-Bullying Specialist~~ or the Principal shall amend the original report of the results of the investigation to ensure there is an accurate and current record of the facts and activities concerning the reported incident.

The Principal shall proceed in accordance with the Code of Student Conduct, as appropriate, based on the investigation findings. The Principal shall submit the report to the Superintendent within two school days of the completion of the investigation and in accordance with the Administrative Procedures Act (N.J.S.A. 52:14B-1 et seq.). As appropriate to the findings from the investigation, the Superintendent shall ensure the Code of Student Conduct has been implemented and provide intervention services~~;~~ order counseling~~;~~ establish training programs to reduce harassment, intimidation, or bullying and enhance school climate~~;~~ or take or recommend other appropriate action, **including seeking further information** as necessary.

The Superintendent shall report the results of each investigation to the Board ~~of Education~~ no later than the date of the regularly scheduled Board ~~of Education~~ meeting following the completion of the investigation. The Superintendent's report also shall include information on any consequences imposed under the Code of Student Conduct~~;~~ intervention services provided~~;~~ counseling ordered~~;~~ training established**;** or other action taken or recommended by the Superintendent.

Parents of ~~the~~ students who are parties to the investigation shall be provided with information about the investigation, in accordance with Federal and State law and regulation. The information to be provided to parents **includes**~~or guardians shall include~~ the nature of the investigation, whether the district found evidence of harassment, intimidation, or bullying, or whether consequences were imposed or services provided to address the incident of harassment, intimidation, or bullying. This information shall be provided in writing within five school days after the results of the investigation are reported to the Board**. The district may not divulge personally identifying information or any information that could result in the identification** of **any student other than the child of the parents being notified**~~Education~~.

A parent or ~~guardian~~ may request a hearing before the Board ~~of Education~~ after receiving the ~~written~~ information. Any request **by the parents** for ~~such~~ a hearing **before the Board concerning the written information about a harassment, intimidation, or bullying investigation, pursuant to N.J.S.A. 18A:37-15b(6)(d), must**~~shall~~ be filed with the Board Secretary no later than sixty calendar days after the written information is **received by**~~provided to~~ the parents. **The** ~~When a request for a~~ hearing ~~is granted, the hearing~~ shall be held within ten **business**~~school~~ days of the request. **Prior to the hearing, the Superintendent shall confidentially share a redacted copy of the HIB 338 Form that removes all student identification information with the** ~~The~~ Board**. The Board** ~~of Education~~ shall conduct the

hearing in executive session, pursuant to the Open Public Meetings Act (N.J.S.A. 10:4.-1 et seq.), to protect the confidentiality of the students. At the hearing, the Board may hear testimony from and consider information provided by the **anti-bullying specialist**~~school Anti-Bullying Specialist~~ and others, as appropriate, regarding the alleged incident~~;~~ the findings from the investigation of the alleged incident~~;~~ recommendations for consequences or services~~;~~ and any ~~other~~ programs instituted to reduce such incidents, prior to rendering a determination.

At the regularly scheduled Board ~~of Education~~ meeting following its receipt of the report or following a hearing in executive session, the Board shall issue a decision, in writing, to affirm, reject, or modify the Superintendent's decision.

The Board's decision may be appealed to the Commissioner of Education, in accordance with N.J.A.C. 6A:3, ~~Controversies and Disputes,~~ no later than ninety days after **the** issuance of the **Board's**~~Board of Education's~~ decision.

A school administrator who receives a report of harassment, intimidation, or bullying, or who determines a reported incident or complaint, assuming all facts presented are true, is a report within the scope of N.J.S.A. 18A:37-14 and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate harassment, intimidation, or bullying, may be subject to disciplinary action.

The Board also requires the thorough investigation of complaints or reports of harassment, intimidation, or bullying, occurring on district school buses, at district school-sponsored functions, and off school grounds involving a student who attends an approved private school for students with disabilities. The investigation will be conducted by the Board's anti-bullying specialist in consultation with the approved private school for students with disabilities.

H. Responding to ~~A parent, student, legal guardian, or organization may file a complaint with the Division on Civil Rights within one hundred eighty days of the occurrence of any incident of harassment, intimidation, or bullying based on membership in a protected group as enumerated in the "Law Against Discrimination," P.L. 1945, c.169 (C.10:5-1 et seq.).~~

~~I. Range of Responses to an Incident of~~ Harassment, Intimidation, or Bullying

The Board **of Education** authorizes the Principal of each school~~, in conjunction with the Anti-Bullying Specialist,~~ to define the range of ways in which school staff will respond once an incident of harassment, intimidation, or bullying is confirmed, and the Superintendent shall respond to confirmed harassment, intimidation, **or**~~and~~ bullying, according to the parameters described **below and** in this Policy. The Board recognizes that some acts of harassment, intimidation, or bullying may be isolated incidents requiring

that the school officials respond appropriately to the individual(s) committing the acts. Other acts may be so serious or parts of a larger pattern of harassment, intimidation, or bullying that they require a response **either**~~wither~~ at the classroom, school building**,** or school district **levels**~~level~~ or by law enforcement officials.

Consequences and appropriate remedial actions for a student who commits an act of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-~~1~~, Discipline of **Pupils**~~Students~~ and as set forth in N.J.A.C. 6A:16-7.2, Short-term **suspensions**~~Suspensions~~, N.J.A.C. 6A:16-7.3, Long-term **suspensions,**~~Suspensions~~ and N.J.A.C. 6A:16-7.~~45~~, Expulsions.

In considering whether a response beyond the individual ~~level~~ is appropriate, school officials shall consider the nature and circumstances of the act;~~,~~ the degree of harm;~~,~~ the nature and severity of the behavior;~~,~~ past incidences or past or continuing patterns of behavior;~~,~~ and the context in which the alleged incident(s) occurred. Institutional (i.e., classroom, school building, school district) responses can range from school and community surveys, to mailings, to focus groups, to adoption of research-based harassment, intimidation**,** or bullying prevention program models, to training for certificated and non-certificated staff, to participation of parents and other community members and organizations, to small or large group presentations for fully addressing the actions and the school's response to the actions, in the context of the acceptable student and staff member behavior and the consequences of such actions, and to the involvement of law enforcement officers, including safe schools resource officers.

This Policy and the Code of Student Conduct shall apply to instances when a school employee is made aware of alleged harassment, intimidation, or bullying occurring off school grounds.

For every incident of harassment, intimidation, or bullying, the school officials must respond appropriately to the individual who committed the act. ~~The Board is encouraged to set the parameters for the range of responses to be established by the Principal and for the Superintendent to follow.~~ The range of responses to confirmed harassment, intimidation, or bullying acts should include individual, classroom, school, or district responses, as appropriate to the findings from each incident. Examples of responses that apply to each of these categories are provided below:

1. Individual responses can include positive behavioral interventions (e.g., peer mentoring, short-term counseling, life skills groups) and punitive actions (e.g., detention, in-school or out-of-school suspension, expulsion, law enforcement report~~,~~ or other legal action).

2. Classroom responses can include class discussions about an incident **of**~~or~~ harassment, intimidation**,** or bullying, role plays, research projects, observing and discussing audio-visual materials on these subjects, and skill-building lessons in courtesy, tolerance, assertiveness, and conflict management.

3. School responses can include theme days, learning station programs, parent programs, and information disseminated to students and parents~~ or guardians~~, such as fact sheets or newsletters

explaining acceptable uses of electronic and wireless communication devices or strategies for fostering expected student behavior.

4. ~~District-wide responses can include community involvement in policy review and development;~~ professional development programs~~;~~ adoption of **curricular**~~curricula~~ and school-wide programs, coordination with community-based organizations (e.g., mental health, health services, health facilities, law enforcement officials, faith-based organizations)~~;~~**;** and disseminating information on the core ethical values adopted by the **Board's**~~Board of Education's~~ Code of Student Conduct, per N.J.A.C. 6A:16-7.1(a)2.

In providing support for victims of harassment, intimidation, or bullying, the ~~The~~ district **should**~~will~~ identify a range of strategies and resources, which **may**~~could~~ include, but **is** not ~~be~~ limited to, the following actions for individual victims:

- **Counseling;**
- **Teacher Aides;**
- **Hallway**~~counseling; teacher aides, hallway~~ and playground monitors;
- **Schedule** ~~schedule~~ changes;
- **Before** ~~before~~ and after school supervision;
- **School** ~~school~~ transportation supervision;
- **School** ~~school~~ transfers; and ~~therapy.~~
- **Therapy.**

I. ~~J.~~ Reprisal or Retaliation ~~Prohibited~~

The Board **of Education** prohibits a Board member, school employee, contracted service provider who has contact with students, school volunteer, or student from engaging in reprisal, retaliation, or false accusation against a victim, witness, ~~one with reliable information,~~ or any other person who has reliable information about an act of harassment, intimidation, or bullying or who reports an act of harassment**,** intimidation, or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the administrator after consideration of the nature, severity**,** and circumstances of the act, in accordance with case law, Federal and State statutes and regulations**,** and district policies and procedures.

J. False Accusations of Harassment, Intimidation, or Bullying

~~All suspected acts of reprisal or retaliation will be taken seriously and appropriate responses will be made in accordance with the totality of the circumstances. Examples of consequences and remedial measures are listed in the Consequences and Appropriate Remedial Actions section of this policy.~~

~~K. Consequences and Appropriate Remedial Action for False Accusation~~

The Board **of Education** prohibits any person from falsely accusing another as a means of harassment, intimidation, or bullying.

1. Students ~~—~~ Consequences and appropriate remedial action for a student **could**~~found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation may~~ range from positive behavioral interventions **up**~~p~~ to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-1~~, et seq.,~~ Discipline of **Pupils**~~Students~~ and as set forth in N.J.A.C. 6A:16-7.2, Short-term **suspensions**~~Suspensions~~, N.J.A.C. 6A:16-7.**3**, Long-term **suspensions,**~~Suspensions~~ and N.J.A.C. 6A:16-7.4~~5~~, Expulsions**;**

~~.~~

2. School Employees ~~—~~ Consequences and appropriate remedial action for a school employee or contracted service provider who has contact with students ~~found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation~~ could entail discipline in accordance with district policies, procedures, and agreements**; and** ~~which may include, but not be limited to, reprimand, suspension, increment withholding, or termination.~~

3. Visitors or Volunteers ~~—~~ Consequences and appropriate remedial action for a visitor or volunteer ~~found to have falsely accused another as a means of harassment, intimidation, or bullying as a means of retaliation~~ could be determined by the school administrator after consideration of the nature, severity, and circumstances of the act, including law enforcement reports or other legal actions, removal of **buildings**~~building~~ or grounds privileges, or prohibiting contact with students or the provision of student services.

K. Additional Policy Requirements

The Board of Education requires~~L. Harassment, Intimidation, and Bullying Policy Publication and Dissemination~~

~~This Policy will be disseminated annually by~~ the Superintendent **to annually disseminate this Policy** to all school employees, contracted service providers who have contact with students, school volunteers, students~~,~~ and parents who have children enrolled in a school in the **school** district, along with a statement explaining **that this**~~the~~ Policy applies to all acts of harassment, intimidation, or bullying,

pursuant to N.J.S.A. 18A:37-14, that occur on school property, at school-sponsored functions~~,~~ or on a school bus and, as appropriate, acts that occur off school grounds.

The Superintendent shall post a link to this Policy that is prominently displayed on the home page of the school district's website. The Superintendent shall ensure that notice of this Policy appears in the student handbook and all other publications of the school district that set forth the comprehensive rules, procedures, and standards for schools within the school district.

~~The Superintendent shall post a link to the district's Harassment, Intimidation, and Bullying Policy that is prominently displayed on the homepage of the school district's website. The district will notify students and parents this Harassment, Intimidation, and Bullying Policy is available on the school district's website.~~

The Superintendent shall post the name, school phone number, school address~~,~~ and school email address of the district **anti-bullying coordinator**~~Anti-Bullying Coordinator~~ on the home page of the school district's website. **Additionally, the Superintendent shall post the contact information for the School Climate State Coordinator on the school district home page alongside this Policy.**

Each Principal **or designee** shall post the name, school phone number, **school** address, and school email address of both the **school anti-bullying specialist**~~Anti-Bullying Specialist~~ and the district **anti-bullying coordinator**~~Anti-Bullying Coordinator~~ on the home page of each school's website.

~~M. Harassment, Intimidation, and Bullying Training and Prevention Programs~~

The Superintendent **shall post the New Jersey Department of Education's Guidance for Parents on the Anti-Bullying Bill of Rights Act on the district homepage and on the homepage for each school in the district with a website.**

The Superintendent and the Principals~~and Principal(s)~~ shall provide training on the school district's **harassment, intimidation, or bullying policies**~~Harassment, Intimidation, and Bullying Policy~~ to school employees~~,~~ contracted service providers~~,~~ and volunteers who have significant contact with students. The training shall include instruction on preventing bullying on the basis of the protected categories enumerated in N.J.S.A. 18A:37-14 and other distinguishing characteristics that may incite incidents of discrimination, harassment, intimidation, or bullying. The school district's employee **training** program shall include information regarding the school **district policy**~~district's Policy~~ against harassment, intimidation, or bullying, which shall be provided to full-time and part-time staff ~~members~~, contracted service providers~~,~~ and school volunteers who have significant contact with students.

~~Each public school teacher shall be required to complete at least two hours of instruction in harassment, intimidation, and bullying prevention in each professional development period as part of the professional development requirement pursuant to N.J.S.A. 18:37-22.d.~~

~~The required two hours of suicide prevention instruction for teaching staff members shall include information on the relationship between the risk of suicide and incidents of harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:6-112.~~

~~Board members shall be required to complete a training program on harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:12-33.~~

~~The school district shall annually observe a "Week of Respect" beginning with the first Monday in October. In order to recognize the importance of character education, the school district will observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation, and bullying as defined in N.J.S.A. 18A:37-14. Throughout the school year the district will provide ongoing age-appropriate instruction on preventing harassment, intimidation, or bullying, in accordance with the Core Curriculum Content Standards, pursuant to N.J.S.A. 18A:37-29.~~

~~The school district will annually establish, implement, document and assess harassment, intimidation, and bullying prevention programs or approaches, and other initiatives in consultation with school staff, students, administrators, volunteers, parents or guardians, law enforcement, and community members in accordance with the provisions of N.J.S.A. 18A:37-17 et seq.~~

~~N. Harassment, Intimidation, and Bullying Policy Reevaluation, Reassessment and Review~~

The Superintendent shall develop and implement a process for annually discussing the school **district policy on harassment, intimidation, or bullying** ~~district's Harassment, Intimidation, and Bullying Policy~~ with students.

The Superintendent **and the**~~,~~ Principal(s)~~), and the Anti-Bullying Coordinator, with input from the schools' Anti-Bullying Specialists,~~ shall annually conduct a **re-evaluation**~~reevaluation~~, reassessment, and review of **this**~~the Harassment, Intimidation, and Bullying~~ Policy~~,~~ and any report(s) and/or finding(s) of the **school safety/school climate team, with input from the school anti-bullying specialists, and** ~~School Safety/School Climate Team(s). The Superintendent shall~~ recommend ~~to the Board necessary~~ revisions and additions to **this**~~the~~ Policy ~~consistent with N.J.S.A. 18A:37-15.c.,~~ as well as to harassment, intimidation, **or**~~and~~ bullying prevention programs and approaches based on the findings from the evaluation, reassessment, and review.

L. Harassment, Intimidation, or Bullying Training and Prevention Programs

Each public school teacher and educational services professional shall be required to complete at least two hours of instruction in harassment, intimidation, or bullying prevention within each five year professional development period as part of the professional development requirement pursuant to N.J.S.A. 18:37-22.d. The required two hours of suicide prevention instruction shall include information on the risk of suicide and incidents of harassment, intimidation, or bullying and information on reducing the risk of suicide in students who are members of communities identified as having members at high risk of suicide.

Each newly elected or appointed Board member must complete, during the first year of the member's first term, a training program on harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:12-33.

A school leader shall complete school leader training that shall include information on the prevention of harassment, intimidation, or bullying as required in N.J.S.A. 18A:26-8.2.

The school district shall annually observe a "Week of Respect" beginning with the first Monday in October. In order to recognize the importance of character education, the school district will observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation, or bullying as defined in N.J.S.A. 18A:37-14. Throughout the school year the district will provide ongoing age-appropriate instruction on preventing harassment, intimidation, or bullying, in accordance with the New Jersey Student Learning Standards, pursuant to N.J.S.A. 18A:37-29.

The school district and each school in the district will annually establish, implement, document, and assess harassment, intimidation, or bullying prevention programs or approaches, and other initiatives in consultation with school staff, students, administrators, volunteers, parents, law enforcement, and community members. The programs or approaches and other initiatives shall be designed to create school-wide conditions to prevent and address harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:37-17.

M. ~~O.~~ Reports to Board of Education and New Jersey Department of Education

The Superintendent shall report two times each school year**, between September 1 and January 1 and between January 1 and June 30** at a public hearing all acts of **violence, vandalism, and** harassment, intimidation, **or**~~and~~ bullying **which occurred during the previous reporting period** in accordance with the provisions of N.J.S.A. 18A:17-46. The information shall also be reported to the New Jersey Department of Education in accordance with N.J.S.A. 18A:17-46.

N. School and District Grading Requirements

Each ~~The information reported shall be used to grade each~~ school and each district **shall receive a grade for the purpose of assessing their efforts to implement policies and programs consistent**~~in accordance~~ with the provisions of N.J.S.A. **18:37-13 et seq.** ~~18A:17-46.~~ The grade received by a school and the district shall be posted on the homepage of the school's website and the district's website in

accordance with the provisions of N.J.S.A. 18A:17-46. A link to the report that was submitted by the Superintendent to the Department of Education shall also be available on the school district's website. This information shall be posted on the websites within ten days **of** receipt of the grade for each school and the district.

O. ~~P.~~ Reports to Law Enforcement

The Superintendent or designee and the Principal shall consult law enforcement, as appropriate, pursuant to the provisions of the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials, if the student's behavior may constitute a possible violation of the New Jersey Code of Criminal Justice.

Some acts of harassment, intimidation, **or**~~and~~ bullying may be bias-related acts and ~~potentially bias crimes and~~ school officials must report to law enforcement officials **any bias related**~~either serious~~ acts, ~~or those which may be part of a larger pattern~~ in accordance with **N.J.A.C. 6A:16-6.3.(e), and pursuant to** the provisions of the Memorandum of Agreement Between Education and Law Enforcement Officials.

P. ~~Q.~~ Collective Bargaining Agreements and Individual Contracts

Nothing in N.J.S.A. 18A:37-13.1 et seq. may be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the Anti-Bullying Bill of Rights Act's effective date (January 5, 2011). N.J.S.A. 18A:37-30.

The Board of Education prohibits the employment of or contracting for school staff positions with individuals whose criminal history record check reveals a record of conviction for a crime of bias intimidation or conspiracy to commit or attempt to commit a crime of bias intimidation.

Q. ~~R.~~ Students with Disabilities

Nothing contained in N.J.S.A. 18A:37-13.1 et seq. may alter or reduce the rights of a student with a disability with regard to disciplinary actions or to general or special education services and supports. N.J.S.A. 18A:37-32.

~~S. Approved Private Schools for Students with Disabilities (APSSD)~~

~~In accordance with the provisions of N.J.A.C. 6A:16-7.7(a).2.ix.(2), the Board of Education shall investigate a complaint or report of harassment, intimidation, or bullying, pursuant to N.J.A.C. 6A:16-~~

~~7.7(a).2.ix. and Section G. of this Policy, occurring on Board of Education school buses, at Board of Education school- sponsored functions, and off school grounds involving a student who attends an APSSD. The investigation shall be conducted by a Board of Education Anti- Bullying Specialist, in consultation with the APSSD.~~

The school district shall submit all subsequent amended Harassment, Intimidation, **or**~~and~~ Bullying Policies to the ~~appropriate~~ Executive County Superintendent of Schools within thirty days of Board adoption.

N.J.S.A. 18A:37-13 through 18A:37-3~~732~~

N.J.A.C. 6A:16-7.1 **through**~~et seq.;~~ 6A:16-7.9~~ et seq.~~

Model Policy and Guidance for Prohibiting Harassment, Intimidation, and Bullying on School Property, at School-Sponsored Functions and on School Buses – **August 2022 – New Jersey Department of Education**~~April 2011~~

Adopted: June 19, 2003

Revision: February 7, 2008

September 1, 2011

October 11, 2018

March 12, 2020

Berkeley Heights Public School District

7510 USE OF SCHOOL FACILITIES

It is the policy of the Board of Education that community groups be encouraged and permitted to use school facilities for worthwhile purposes so long as they do not interfere with the regular and co-curricular school programs. For the purpose of this policy, "school facilities" also include school grounds.

Approval for use must be obtained from the Superintendent and the School Business Administrator/Board Secretary in accordance with adopted policies and regulations. The Board reserves the right to withdraw permission after it has been granted in the event circumstances change requiring such school facilities or school grounds will be needed for a district purpose or due to a school closing due to weather or other emergency.

In weighing competing requests for the use of school facilities, the Board will give priority to the following uses, in the descending order given:

1. Uses and groups directly related to the schools and the operations of the schools, including pupil and teacher groups;
2. Uses and organizations indirectly related to the schools, including the P.T.O., and other school-parent related organizations;
3. Community organizations formed for charitable, civic, social, or educational purposes;
4. Departments and agencies of the municipal government, community political organizations and government agencies generally;
5. Private groups and organizations;

The use of school facilities will not be granted for partisan political activity, private social function, or any purpose that is prohibited by law. **Public Debates can be held within district facilities provided they are hosted by an unaffiliated party, e.g. League of Women Voters.**

Each user shall present evidence of the purchase of organizational liability insurance to the limit as prescribed by district regulations. Each user shall inspect any facility or school grounds to be used prior to such use and shall notify a district representative of any existing safety or dangerous conditions. In the event such conditions exist, the district may cancel or modify the user's access to the school facility until such conditions are addressed. Users shall be financially liable for damage to the facilities and for proper chaperonage as required by the school district administration.

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted in accordance with Policy No. 7520. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use, regardless of any assignment of negligence. Where rules so specify, certain items of equipment may only be used by a qualified operator approved by the school district administration.

The Board shall approve annually a schedule of fees for the use of school facilities based upon the aforenoted priorities.

The school district shall provide a copy of Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries to all youth sports team organizations that operate on school grounds or in school facilities. The youth sports team organization must comply with the school district's Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the school district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that uses school facilities or operates on school grounds if the youth sports team organization provides the school district proof of an insurance policy. The Certificate of Insurance (COI) must name Berkeley Heights Board of Education as an additional insured certificate holder and must indicate Commercial General Liability coverage against contractual liability for any such claims for bodily injury, death, or property damage, occurring on, in or about the property, and against contractual liability for any such claims, such insurance to afford minimum protection in the amount of $1,000,000 combined single limit of bodily injury and property damage limits per occurrence. Excess liability coverage with limits of $1,000,000 combined single limit of bodily injury and property damage per occurrence, and Worker's Compensation, and Employer's Liability Insurance, when required by Worker's Compensation law. Third Party contractors must provide same coverage.

For the purpose of this Policy, a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.

The Board shall provide to all persons who supervise youth programs that are not sponsored by the school district, but operate a program in a district building before or after school hours, on the weekend, or during a period when school is not in session, information on the district's school practices and procedures in the event of a school safety or security incident at a school including non-confidential information on evacuation procedures, emergency response protocols, and emergency contact information in accordance with the provisions of N.J.S.A. 18A:41-7. It is the responsibility of the organization that sponsors the youth program to train the program's employees and volunteers on the school security and emergency procedures in the school building where the youth program is located. The organization must provide a Statement of Assurance to the Superintendent's Office prior to facility use.

The Superintendent shall develop regulations for the use of school facilities; such regulations shall be distributed to every user of the facilities and every applicant for the use of school facilities. Permission to use school facilities shall be granted only to persons and organizations that agree to the terms of Policy and Regulation 7510, the requirements as outlined in the use of school facilities application, and in accordance with the terms outlined in the approval granted by the school district.

N.J.S.A. 18A:20-20; 18A:20-3
Adopted: February 8, 1965
Revised: December 9, 1974
February 11, 1991
December 11, 2014
February 25, 2021

Berkeley Heights Public School District

R 8420.2 BOMB THREATS (M)

M

~~A. Definition~~

A "bomb threat" consists of a message ~~to a school employee,~~ regardless of the source or form or truth of the message, that someone has placed or intends to place in the school an explosive **device**~~de- vice~~ or any material that will cause significant harm to persons in the school or damage to school property. **The bomb threat message may be a telephone call, written, e-mailed, rumored, graffiti or any other communication method.**

A. Procedures When a
~~B.~~**A.** ~~Receipt of~~ Bomb Threat **is Received**

I. **1.** A bomb threat received by any school employee will be immediately relayed to the **Principal**~~school principal~~ or **designee**~~the person designated to act on behalf of an absent principal~~.

2. **2.** A written bomb threat should be placed in a folder or a folded paper and should be **handled**~~han- dled~~ as little as possible.

3. **3.** If possible, a telephoned bomb threat should be transferred to the Principal **or designee**.

a. **a.** The Principal or other person who talks to the caller will attempt to keep the caller on the line as long as possible ~~and will alert a third party, who will attempt~~ to **enhance**~~trace~~ the **chance to identify**~~call through~~ the telephone **caller**~~company~~.

b. **b.** The person talking to the caller should attempt to obtain, by direct questioning and by listening to background clues, and record in writing as much information as possible about:

(l) **(1)** The alleged bomb (e.g., its nature, size, specific location,

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what will cause detonation, detonation time);

(2) **(2)** The caller (e.g., name, **address,** location, gender, age, background, motive);

(3) **(3)** The **identity**~~identify~~ of the person who placed the bomb, if the caller denies **responsibility;**~~re- sponsibility; and~~

(4) **(4)** The means by which the bomb was delivered to the site**;**~~.~~

(5) The caller's voice (e.g., calm, angry, excited, slow, rapid, loud, slurred, distinct, familiarity); and

(6) Background sounds (e.g. street noises, music, office or factory machinery, animal noises, voices).

B. Procedures to be Used After a Bomb Threat is Received

1.
~~C. Response~~

1. The Principal **or designee** will immediately call:

a. **a.** The Police Department**/local law enforcement;**~~,~~

b. **b.** The Fire Department**;**~~,~~ and

c. **c.** The Superintendent's **office**~~Office~~.

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2. If the

2. ~~The~~ Principal **or designee determines there is reasonable cause to believe an explosive device is present and an immediate evacuation is warranted, the Principal or designee will order the immediate evacuation of**~~shall determine whether to evacuate~~ the school building. The evacuation will be conducted **as follows**~~in accordance with the fire drill procedures established in Regulation No. 8420.1, with the following exceptions~~:

a. **a.** The fire drill alarm **may**~~will~~ include a building-designated code to indicate that a bomb threat has been received;

b. If the Principal or designee determines that time permits, students will empty their lockers and leave them unlocked; and

c. School staff members and students will be evacuated to a waiting place at least 1000 feet from the school building and behind cover or to a predetermined area outside the school building.

3. If the Principal or designee determines an immediate evacuation is not warranted the building will not be immediately evacuated until law enforcement officials arrive on the scene and are provided control of the bomb threat situation.

4. The Principal or designee will also:

a. Prohibit the use of any electronic communication devices to include, but not be limited to cellular telephones and walkie-talkies;

b. Ensure any school buses enroute to the school or other vehicles entering the school grounds are redirected to a designated alternative location pending further instructions from law enforcement officials;

c. Notify and maintain contact with the Superintendent of Schools regarding the communication to be released to parents, community and media; and

d. Allow law enforcement officials to control the scene upon their arrival.

5. School staff members, upon receiving notice the school is being evacuated for a bomb threat, will:

a. Direct students to gather personal belongings in the classroom or within

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their immediate area;

b. Instruct students to not use any electronic communication device until instructed otherwise;

c. Conduct

b. ~~Teachers will conduct~~ a quick **visual** survey of their classrooms for any suspicious or unfamiliar **objects and report such to the Principal or designee;**~~object.~~

d. Leave

c. ~~Teachers will leave~~ the windows and doors of their vacated rooms open **and do not turn on or turn off any light or electrical switch;**~~; and~~

e. Take

~~d. Pupils will be escorted to a waiting place at least 350 feet from~~ the **student roster**~~school build- mg.~~

3. ~~The Principal will quickly form a search team of volunteer teachers, office~~ and ~~cafeteria workers, custodians, and administrators to conduct a superficial search of~~ the **day's attendance;**~~entire school premises.~~

f. Lead their class or the students under their supervision upon receiving the evacuation notice to the evacuation area;

g. Take attendance when arriving at

~~a. Searchers will examine the portions of the building with which they are most familiar. Particular attention will be given to stairways and hallways near building entrances and to any sign of a forced entry into the school.~~

~~b. No walkie-talkie or other radio transmission device shall be used in~~ the **evacuation area and** ~~conduct of the search.~~

~~c.~~**a.** ~~Each searching party will~~ report **any additional students or missing students**~~back~~ to the Principal **or designee;**~~the results of its survey.~~

h. Not allow any student to re-enter the building, leave the evacuation area,

~~d. Any suspicious or unfamiliar object will be immediately reported to the Police Department, which will send a bomb disposal unit to the school. Any such object shall not be touched or disturbed in any way by a school employee.~~

4. ~~If an object is reported to the Police Department and the school has not already been evacuated, the school shall be immediately evacuated in accordance with the evacuation procedures set forth in C2.~~

~~If the search team finds no suspicious~~ or **be dismissed from school unless authorized**

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by the Principal ~~unfamiliar object~~ or **designee or law enforcement officials; and**

i. Not speak to~~after~~ the **media or permit media to interview any student.**

~~5.~~**4. 6. If law enforcement officials determine**~~bomb disposal unit removes~~ the **building can be re-entered**~~object~~, the Principal **or designee** will **order**~~sound the recall signal to bring pupils back into the school~~ building **to be re-entered.** ~~.~~ The regular instructional program will be resumed as quickly as **possible.** ~~possi- ble.~~ If the bomb threat disruption has occurred late in the school day, the Principal may recommend to the Superintendent that the school be closed and **students**~~pupils~~ dismissed.

7. In the event an explosive device is found in the school building or on school grounds threatening the safety of staff and students, the Principal or designee will:

a. Work with law enforcement officials to ensure the continued safety of students and staff;

b. Notify school officials at the evacuation assembly locations of the situation that students will be released for the day; and

c. In consultation with the Superintendent of Schools and law enforcement officials, will coordinate student dismissal procedures from the evacuation assembly areas and family notification and reunification protocols.

8. The school district will provide school district staff and other school district crisis response team members to provide counseling and support as needed.

~~6.~~**5. 9.** All bomb threat procedures will be conducted with seriousness and dispatch. It is the **intention**~~in- tention~~ of these regulations that the school community be protected against harm without conferring notoriety on the person who threatens **harm**~~them~~.

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~~7.~~**6.** **10.** In the event an explosion occurs **while the building is evacuated, the Principal or designee, in consultation with the Superintendent of Schools and law enforcement**~~, school~~ officials~~, and staff members~~ will **coordinate student dismissal** ~~respond in ac- cordance with~~ procedures **from the evacuation assembly areas and family notification and reunification protocols**~~in Regulation No. 8420.3~~.

~~8.~~**7.** **11.** The Principal will submit to the Superintendent a written report of each bomb threat **received**~~re- ceived~~, the steps taken in response, and the outcome of the threat.

These procedures are recommended for implementation in the event a bomb threat is received. However, based on the circumstance or situation, the Principal or designee or law enforcement officials may modify these procedures if it is determined modification is needed to best protect the building's occupants.

Critical Incident Response Procedures for School Administrators, Faculty and Staff – The New Jersey Office of Homeland Security and Preparedness and the New Jersey Department of Education - 2010

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R NATURAL DISASTERS AND MAN-MADE CATASTROPHES (M)

M

A. Definitions

~~A. Definition~~

1. "Natural disasters" include floods, hurricanes, earthquakes, lightning strikes.

2. "Man-made catastrophes" include explosions, toxic hazards, airplane accidents, nuclear accidents, attacks.

B. Procedures

1. The Principal of each school building is responsible for responding quickly and reasonably to all natural disasters and man-made catastrophes. The Principal's primary goal in any emergency is the protection of the **students**~~pupils~~ and staff members assigned to his/her building.

2. The Principal shall cooperate with local law enforcement officers, civil defense agencies, and other appropriate authorities.

3. All reasonable efforts will be made to predict or anticipate the occurrence of a natural disaster or man-made catastrophe and to take such steps in advance as may be necessary to protect **students**~~pupils~~ and staff and, if possible, school property.

4. Any school employee who detects or suspects a natural disaster~~,~~ or man-made catastrophe shall immediately notify the Principal, who shall immediately evaluate and/or verify the report. The Principal shall report an impending disaster or catastrophe to the Superintendent and the appropriate police or civil authority.

5. If necessary and prudent, the school will be evacuated in accordance with the fire drills procedures set forth in Regulation No. 8420.1. The alarm for a disaster or catastrophe will be a building designated signal.

6. Until their **students**~~pupils~~ are sent home or they are otherwise excused ~~.~~from their duties, classroom teachers will attend to the needs of the **students**~~pupils~~ assigned to them. Other teaching staff members and support staff members will report to the Principal or their immediate supervisor for direction. The following personnel should be prepared to take the actions indicated at the direction of the Principal.

   a. The school nurse will set up a station for the treatment of injuries and caring for injured and shocked persons until transportation to hospital facilities is available.

   b. The head custodian will survey the damage, if any, done to essential school building

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services, such as electrical, gas, water, and fuel. He/She will report any such damage to the Principal along with any recommendations for repair or substitution.

c. The cafeteria manager will assess food and water inventories and establish procedures for supplying such food and water as may be required by persons in the school or the school shelter.

7. If the school cannot or should not be re-entered, parents will be notified and **students**~~pupils~~ will be sent home as follows:

a. **Students** ~~Pupils~~ who ordinarily walk to school will be excused,

b. **Students** ~~Pupils~~ who ride school buses will be excused as soon as bus transportation is available,

c. The Principal may arrange for private vehicle transportation.

8. **Students**~~Pupils~~ who cannot be sent home safely shall be sheltered in a safe place in the school or in the place designated for out-of-school shelter in the school evacuation plan. A teaching staff member will be assigned to supervise any such students until they can be transferred to the parent or responsible adult designated by the parent.

9. Parent(s) or legal guardian(s) will be informed of the school's response to the disaster or catastrophe by implementation of the parent call chain established pursuant to Regulation No. 8420. Reasonable efforts will be made to inform parent(s) or legal guardian(s) promptly of the nature of the emergency and to assure them of their children's safety.

10. The Principal, other administrators, and all school staff members will strive to discharge their responsibilities calmly, intelligently, and prudently.

11. The **Principal**~~principal~~ will make a written report to the Superintendent on the nature of the emergency, the actions taken in response to the emergency, and the outcome of those actions. The report will detail, as necessary, the actions of specific staff members and make such recommendations for commendation or discipline as may be appropriate.

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R 8420.4 KIDNAPPING (M)

M

A. Definition

1. A person is a victim of kidnapping:

   a. When a person is unlawfully removed from the school or school grounds; or

   b. When a person is unlawfully confined with the purpose of holding the victim for ransom, reward, as a shield, or hostage; or

   c. When a person is unlawfully removed from the school or school grounds or a substantial distance from where he or she is found in school or on school grounds; or

   d. When a person is unlawfully confined for a substantial period of time with any of the following purposes:

      (1) To facilitate commission of a crime or flight thereafter, or

      (2) To inflict bodily injury on or terrorize the victim.

B. Procedures

1. The following procedures shall be implemented in the event there is reason to believe a student has been kidnapped. The Building Principal or designee will:

   a. Immediately notify the Superintendent of Schools;

   b. Check school records to determine whether there is a legal custody issue;

   c. Contact the student's parent(s) or legal guardian(s); and

   d. Notify the local law enforcement agency.

   The Building Principal or designee will be prepared to provide law enforcement authorities information about the student (to the extent possible) including: a physical description of the student; any photograph of the student; information regarding known friends of the student; the names of any potential witnesses to an abduction; a description of an abductor; and other information that may be helpful to law enforcement in locating the student.

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2. The Building Principal or designee will alert school staff to the possible kidnapping and solicit staff assistance in obtaining information that may be helpful to law enforcement in locating the student.

3. The administrative staff will encourage all staff members remain calm to prevent panic.

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R 8420.5 ASBESTOS RELEASE (M)

M

The Board of Education recognizes certain buildings in the school district may contain asbestos. The Board and school staff members have implemented the necessary safety measures to eliminate the possibility of asbestos fiber release episodes to ensure the safety of all building occupants. The district maintains an Asbestos Management Plan as required by the Asbestos Hazard Emergency Response Act (AHERA). The following procedures shall be implemented in the event of an inadvertent disturbance that causes an asbestos fiber release episode in a school district building.

Procedures

1. The area where the fiber release may have occurred shall be immediately evacuated;

2. The building's heating, ventilating, and air conditioning system shall be shut down;

3. The area where the fiber release may have occurred shall be sealed off and doors shall be closed;

4. The Superintendent and building maintenance supervisor shall be immediately contacted;

5. The names of all persons who were in the area where the fiber release may have occurred shall be recorded and maintained in separate file;

6. The Building Principal or designee shall communicate to the parents/legal guardians of students, staff, and other occupants of the building as necessary; and

7. The school district shall take such action as necessary depending on whether asbestos fibers were released.

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R 8420.6 ACCIDENTS TO AND FROM SCHOOL (M)

M

The Board of Education recognizes that school staff and/or school students may be involved in an accident on their way to or on their way home from school. The school district or school building, depending on the circumstances, will follow these procedures, when practical, in the event there is an accident involving a school staff member or student who is on their way to or on their way home from school.

Procedures

1. The person receiving notice of an accident shall immediately contact police, fire, or rescue department as appropriate. In the event the person receiving notice of such accident is a student, the student shall immediately notify the Building Principal or designee. In the event the person receiving notice is a school staff member, the staff member shall notify the Building Principal or designee, or their immediate supervisor after contacting police, fire, or rescue department as appropriate.
2. The Building Principal or designee, or the immediate supervisor, shall immediately contact the Superintendent of Schools.
3. The Building Principal or designee, or the immediate supervisor, shall notify the parent(s) or legal guardian(s), spouse, or individual identified on the emergency card as appropriate.
4. In the event the police, fire, or rescue department is aware of the accident when the district is notified of the accident, the Building Principal or designee, or the immediate supervisor shall continue to attempt to notify the parent(s) or legal guardian(s), spouse or individual identified on the emergency card as appropriate.
    a. If the parent(s) or legal guardian(s), spouse or individual identified on the emergency card, is unavailable, the Building Principal or designee, or the immediate supervisor shall discuss the situation, as appropriate, with an associate at the place of employment of the parent(s) or legal guardian(s), spouse, or emergency contact.
    b. If contacts are unsuccessful, the Building Principal or designee, or the immediate supervisor will attempt to contact relatives, neighbors, or faith-based institutions, as appropriate.
5. The school district may send a staff member to the scene of the accident, if appropriate.

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BERKELEY HEIGHTS BOARD OF EDUCATION
OPERATIONS
R 8420.6 ACCIDENTS TO AND FROM SCHOOL (M)

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R 8420.7 LOCKDOWN PROCEDURES (M)

M

In the event it is determined by the Principal or designee a circumstance or situation requires the school building's occupants to remain secure within the school building, the Principal or designee may implement lockdown procedures. The following procedures shall be enacted during a lockdown which shall begin with notification to the building's occupants that all occupants should commence lockdown procedures. The notification may be a public address announcement or may be a discreet notification depending on the circumstance or situation.

A. Procedures in the Event it is Determined a Lockdown is Warranted

1. The Principal and/or designee will immediately:

   a. Inform the Superintendent of Schools;

   b. Contact local law enforcement;

   c. Deactivate fire alarm pull stations without disengaging the fire sensors, if feasible, until law enforcement officials arrive on scene; and

   d. Deactivate school bell systems, if feasible, until law enforcement officials arrive on scene.

2. The Principal and/or designee will also:

   a. Communicate to any staff outside the building to stop pedestrians and vehicles, including school buses, from entering the school grounds;

   b. Assign a staff member in the main office to maintain communication with classrooms and monitor status and, if needed, designate a staff member to meet and brief local law enforcement upon their arrival;

   c. Determine, in consultation and with the approval of the Superintendent of Schools, the most appropriate means to communicate information to be released to parents, community, and media; and

   d. Will allow local law enforcement officials to control the scene upon their arrival.

3. School staff members, upon receiving notice the school needs to be in a lockdown situation, will:

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a. Turn off all lights, close blinds/shades and turn off electronic equipment;

b. Instruct pupils to be absolutely quiet and discourage the individual use of cellular telephones;

c. Instruct classroom occupants to get on the floor in a sitting or crouching position and direct pupils away from doors and windows wherever possible;

d. Close and lock doors and windows from inside the room, if possible;

e. Secure all staff, pupils and visitors, including those from hallways, behind locked doors, restrooms, gymnasiums, and other non-classroom areas without risking their own safety or the safety of others already secure;

f. Not permit anyone to leave a secured room or area until notified by the Principal or designee or law enforcement officials; and

g. Ignore bells or alarms unless otherwise notified by the Principal or designee or law enforcement officials.

4. Any school staff member not supervising pupils at the time of the lockdown notification should go to the nearest classroom or secure area to assist other staff members with pupils. These staff members should ensure any pupils in hallways and other unsecured and open areas are taken to the nearest classroom and/or secured area.

5. Teachers shall take pupil attendance for the pupils within their secured area and report any additional pupils in the room and any missing pupils.

6. Office personnel should remain in the general office areas or any other area that can be secured from the inside. All office doors shall be locked and secured to prevent entrance by an outside intruder.

7. The building's occupants should remain in lockdown condition until an announcement indicating the lockdown is over.

8. Lockdown Procedures for Those in Exposed Areas - Physical education classes using outside facilities shall, under the direction of the teacher, report to the nearest school entrance and upon entering the building locate to a secure classroom or location within the building. If there is reason to believe these pupils may be at risk re-entering the building, the pupils may be directed to another secure location off school grounds and/or away from the building.

B. Procedures After Lockdown Situation is Brought Under Control

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1. After the lockdown situation has been brought under control, the Principal or designee or law enforcement officials will communicate to building occupants the lockdown situation has ended.

2. Evacuation of the building after the lockdown situation has been declared under control shall be under the direction of the Principal or designee and law enforcement officials.

3. The Principal or designee, in consultation and with the approval of the Superintendent of Schools, will coordinate family reuniting procedures.

4. The school district will provide school district staff and other school district crisis response team members to provide counseling and support as needed.

5. The Principal or designee will debrief with local law enforcement and all other agencies involved in the school lockdown situation.

These lockdown procedures are recommended for implementation in the event it is determined a lockdown is needed. However, based on the circumstance or situation, the Principal or designee or law enforcement officials may modify these procedures if he/she determines modification is needed to best protect the building's occupants.

Critical Incident Response Procedures for School Administrators, Faculty and Staff – The New Jersey Office of Homeland Security and Preparedness and the New Jersey Department of Education - 2010

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R 8420.10 ACTIVE SHOOTER (M)

M

An active shooter or armed assault in a school building or on school grounds involves one or more individuals' intent on causing physical harm to students and school staff. Intruders may possess weapons or other harmful devices. In an active shooter situation, one or more subjects who are believed to be armed has used or threatened to use a weapon to inflict serious bodily injury to another person and/or continues to do so while having unrestricted access to additional victims, their actions have demonstrated their intent to continuously harm others, and their overriding objective appears to be that of mass injury.

A. Procedures in the Event of an Active Shooter in the School or on School Grounds

1. If the Principal or designee determines there is an active shooter in the school or on school grounds he/she will immediately:

a. Order a lockdown of the school building. The notification may be a public address announcement or may be a discreet notification depending on the circumstance or situation;

b. Contact local law enforcement;

c. Inform the Superintendent of Schools;

d. Deactivate fire alarm pull stations without disengaging the fire sensors, if feasible, until law enforcement officials arrive on scene;

e. Deactivate school bell systems, if feasible, until law enforcement officials arrive on scene; and

f. Direct staff and students outside the building, if the active shooter is believed to be in the building, to move immediately to a predetermined evacuation assembly location and be prepared to evacuate the school site, if necessary.

2. The Principal and/or designee will also:

a. Communicate to any staff outside the building to stop pedestrians and vehicles, including school buses, from entering the school grounds;

b. Assign a staff member in the main office to maintain communication with classrooms and monitor status and, if needed, designate a staff member to meet and brief local law enforcement upon their arrival;

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c. Determine, in consultation and with the approval of the Superintendent of Schools, the most appropriate means to communicate information to be released to parents, community, and media; and

d. Will allow local law enforcement officials to control the scene upon their arrival.

3. School staff members, upon receiving notice there may be an intruder or active shooter in the school building or on school grounds, will:

a. If not already confirmed, upon first indication of an intruder or armed intruder will immediately notify the Principal or designee;

b. Turn off all lights, close blinds/shades, and turn off electronic equipment;

c. Instruct students to be absolutely quiet and not to use any individual electronic communication device;

d. Instruct classroom occupants to get on the floor in a sitting or crouching position and direct students away from doors and windows wherever possible;

e. Close and lock doors and windows from inside the room, if possible;

f. Secure all staff, students, and visitors, including those in the hallways, behind locked doors, restrooms, gymnasiums, and other non-classroom building areas without risking their own safety or the safety of others already secure;

g. Not permit anyone to leave a secured room or area until notified by the Principal or designee or law enforcement officials; and

h. Ignore bells or alarms unless otherwise notified by the Principal or designee or law enforcement officials.

4. Any school staff member not supervising students at the time of the lockdown notification should go to the nearest classroom or secure area to assist other staff members with students. These staff members should ensure any person in hallways and other unsecured and open areas are taken to the nearest classroom and/or secured area.

5. Teachers shall take student attendance for the students within their secured area and report any additional students in the room and any missing students.

6. Office personnel should remain in the general office areas or any other area that can be secured. All office doors shall be locked and secured to prevent entrance by an outside intruder.

7. The building's occupants should remain in lockdown condition until an announcement indicating the lockdown is over.

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8. Physical education classes using outside facilities, under the direction and supervision of the teacher, shall report to the nearest school entrance and upon entering the building locate to a secure classroom or location within the building. If there is reason to believe students outside the school building may be at risk re-entering the building, the students may be directed to another secure location off school grounds and/or away from the building.

9. The school may establish a predetermined code word or procedure for a staff member to communicate with the school office or administrative staff in the event an intruder enters a classroom or other secured area.

10. The Principal or designee may establish with local law enforcement officials a notification procedure in the event an active shooter or intruder is believed to be in the school building. The notification procedure would alert law enforcement officials if a classroom or other secured area is safe and secure or if emergency assistance is needed. The procedure may be a color card system placing colored cards inside or outside doors or windows or any other procedure agreed to by the Principal and local law enforcement.

B. Procedures After Active Shooter Situation is Brought Under Control

1. After the active shooter situation has been brought under control, the Principal or designee or law enforcement officials will communicate to building occupants the active shooter situation has ended.

2. Evacuation of the building after the active shooter situation has been declared under control shall be under the direction of the Principal or designee and law enforcement officials.

3. The Principal or designee, in consultation and with the approval of the Superintendent of Schools, will coordinate family reunification procedures.

4. The school district will provide school district staff and other crisis response team members to provide counseling and support as needed.

5. The Principal or designee will debrief with local law enforcement and all other agencies involved in the active shooter situation.

6. The Superintendent of Schools, in consultation with the Principal and law enforcement officials, will determine when school can resume normal activities and will communicate this information to staff, parents, and the community.

These active shooter procedures are recommended for implementation in the event it is determined an active shooter may be in a school building or on school grounds. However, based on the circumstance or situation, the Principal or designee or law enforcement officials may modify these procedures if he/she determines modification is needed to best protect the building's occupants.

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R 8441 CARE OF INJURED AND ILL PERSONS (M)

M

A. Injuries and/or Illness Requiring Immediate Attention

These regulations apply when a student, staff member, visitor, or other person on school grounds or during a school-sponsored event, activity, or field trip is injured or becomes suddenly ill. A school staff member shall take charge under these circumstances until the school nurse or another medical professional arrives on the scene.

1. The injury or illness shall be reported immediately to the school nurse or, in the absence of the school nurse, to the Principal or designee.

2. If it is evident the illness or injury is serious and immediate medical attention may be required, emergency medical assistance shall be immediately summoned by a telephone call to 911.

3. The injured or ill person shall be examined for any obvious injuries or health problems.

4. The injured or ill person shall be checked for the presence of a necklace or bracelet that identifies a particular medical problem.

5. The injured or ill person shall not be moved, except as may be necessary to remove the person from a dangerous environment.

6. The injured or ill person should be made as comfortable as possible, without moving him/her.

7. No food or liquid should be given to the injured or ill person except on the orders of the school nurse or another medical professional.

8. The injured or ill person shall be informed when emergency medical assistance has been contacted.

B. Emergency First Aid Procedures

1. The school nurse or other medical professional will administer emergency first aid to an injured student, staff member, or visitor.

2. In the event the school nurse or other medical professional is not available or before the school nurse or other medical professional arrives, the school staff

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member or other adult in charge may administer basic first aid to the injured or ill person until the school nurse or other trained medical professional arrives.

a. The school nurse will develop, in consultation with the school physician, basic emergency first aid procedures in the event a school staff member may be in the position to provide emergency first aid to an injured or ill person until the school nurse or other medical professional arrives on the scene.

b. The school nurse will make such basic emergency first aid procedures available to school staff members.

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R 8451 CONTROL OF COMMUNICABLE DISEASE (M)

M

A. Detection of Communicable Diseases

1. Teachers will be trained to detect communicable diseases in students by recognizing the symptoms of disease.

2. In general, a student who shows one or more of the following symptoms should be sent to the school nurse for evaluation and/or treatment:

a. Pain, generalized or specific,

b. Chills,

c. Fever,

d. Earache,

e. Vomiting,

f. Sore throat,

g. Enlarged glands,

h. Skin eruption,

i. Running nose, or

j. Red and discharging eyes.

3. A student who shows symptoms of any of the following communicable diseases should be sent promptly to the school nurse for evaluation.

a. Chicken pox: Small reddish, itchy eruptions on the skin resembling pimples or blisters, which later fill with fluid and form crusts; slight fever.

b. German measles (rubella): A common cold followed by a light red rash on face and body; small beady lumps behind ears; slight fever.

c. Measles (rubeola): Cold, runny nose, watery and light-sensitive eyes, fever, followed by bluish-white specks (Koplik spots) on inside of mouth, red blotchy rash, and dry cough.

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d. Mumps: Tenderness and swelling of the salivary glands below and a little in front of the ear; fever.

e. Streptococcal infections (including scarlet fever, sore throat, and erysipelas): Sudden onset of fever, sore throat, strawberry tongue, followed by bright red rash on body, usually on the inner arm and thigh.

f. Whooping cough (pertussis): A common cold, with irritating cough, followed by repeated series of violent coughs without inhaling, often with respiratory whoops. Cough may end with vomiting.

g. Fifth disease (erythema infectiosum): Fine rash that is most apparent on the cheeks and later spreads to arms and legs, low grade fever.

h. Pink eye (conjunctivitis): Redness of white areas of eyes, accompanied by some itching; eyes may discharge pus and be light sensitive.

i. Head lice (pediculosis): Itching scalp, presence of lice and nits at hair roots.

j. Impetigo (staphylococcus infection): Lesions.

k. Meningitis-meningococcal: Severe headache, chills, vomiting, convulsions, fever, stiff neck, pain in neck.

l. Hepatitis infectious: Fever, anorexia, nausea, malaise, abdominal discomfort, followed by jaundice.

4. Any person who is ill or infected with any disease below and as outlined in N.J.A.C. 8:57-1.3 or any communicable disease, whether confirmed or presumed will be reported immediately by the school Principal to the County Health Officer or to the New Jersey Department of Health if the County Health Officer is not available. Such telephone report will be followed up by a written report or electronic report within twenty-four hours of the initial report. The diseases to be immediately reported are:

a. Botulism (Clostridium);

b. Diphtheria (Corynebacterium diphtheriae);

c. Haemophilus influenzae, invasive disease;

d. Hepatitis A, institutional settings;

e. Measles;

f. Meningoccal disease (Neisseria menengitidis);

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g. Pertussis (whooping cough, bordetella pertussis);

h. Plague (Yersinia pestis);

i. Poliomyelitis;

j. Rabies (human illness);

k. Rubella;

l. Viral hemorrhagic fevers, including, but not limited to, Ebola Lassa, and Marburg viruses;

m. Foodborne intoxications, including, but not limited to, mushroom poisoning;

n. Any foodborne, waterborne, nosocomial, outbreak or suspected outbreak or any outbreak or suspected outbreak of unknown origin;

o. Any other disease included in N.J.A.C. 8:57-1.3.

B. Exclusion From School

1. A student who exhibits any of the symptoms described in A2 or whose condition suggests the presence of a communicable disease as described in A3 or A4 will be sent to the school nurse's office. The teacher will ensure that the student is accompanied by an adult or a responsible student.

2. The teacher will communicate to the school nurse, directly or by written note, the reason for which the student is sent for medical assessment.

3. The school nurse will examine the student and, in consultation with the school medical inspector if the student's condition so indicates, recommend to the Principal the student's exclusion from school for medical reasons.

4. In the event neither the school nurse or the school medical inspector is available to be consulted about the student's condition, the Principal may determine to exclude the student from school.

5. The parent, adult family member, or other responsible adult designated by the parent will be promptly notified by telephone of the students' exclusion and requested to come to school to fetch the student. Until the adult arrives to remove the student, the student will be kept in an isolated location in the school and will be made as comfortable as possible. The student will be supervised at all times by a school staff member.

C. Readmission to School

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1. A student who has been excluded from school or retained at home by reason of having or being suspected of having a communicable disease shall not be readmitted to school until the student presents written evidence that he/she is free of communicable disease.

2. Evidence that a student is free of communicable disease will consist of the certification of the school medical inspector or another qualified physician who has personally examined the student.

No student who has had a communicable disease will be readmitted to school until a physician's certificate indicating the symptoms of the disease have ceased has been provided to the Principal or designee or the school nurse.

D. Reports

1. The school nurse will file such reports as may be required by the New Jersey State Department of Health and in the reporting of communicable diseases in schools.

2. When the rate of school absenteeism is in excess of fifteen percent, the school nurse shall report the absenteeism to the local and/or the County Board of Health.

3. The teacher may, with the advice and consent of the Principal and the school nurse, inform the parent(s) or legal guardian(s) of students in his/her class that a student in the class has contracted a communicable disease. The information given to parents or legal guardians may include the specific symptoms of the disease and parent(s) or legal guardian(s) may be encouraged to consult their personal physicians for inoculations that may prevent the disease or ease the symptoms of the disease.

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Policies for Second Reading and Adoption

2360 USE OF TECHNOLOGY

The Board of Education recognizes the use of technology in the educational process is an essential part of the schooling experience. Technology is to be viewed as a resource to enhance the learning process among other resources available to teachers and students. In addition, technology can be used to enhance the administration of the schools and the district. In order to provide direction and meaning to the use of technology as an instructional resource, the Board encourages and supports staff use of technology as a component of the learning process.

For purposes of this policy "technology" includes, but is not limited to, the use of computers and computer peripherals, communications networks, access to databases and libraries of information and the integration of audio, video, multimedia devices and media for purposes of teaching and learning.

The Superintendent, in consultation with teaching and support staff, shall recommend to the Board the acquisition of appropriate technology to best implement the curricular, instructional, and administrative program of the school district. The Superintendent shall prepare a technology plan for the school district to encompass the following:

Curricular, Instructional and Administrative Need

The technology plan shall define the curricular, instructional and administrative need for technological equipment and media for the district.

In-service Education

The Board shall provide opportunities for school staff to participate in in-service programs on hardware or software programs to be used in the execution of educational and administrative tasks. In-service programs may be provided in or out of the district.

Standards, Codes and References

All technology installations shall conform to the industry standards and applicable Federal, State and local statutes and codes.

Facilities Planning

In all facilities projects involving new constructions, additions, and renovations the Superintendent or designee shall ensure the plans include provisions for current and future technology needs in terms of the structural, electric/electronic, mechanical, acoustical and visual systems of the building(s). All educational specifications shall include features required for the use of instructional technology.

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Computers

The school district will provide support or maintenance agreements for specified brands of computers. All other computers purchased or donated will be subject to repair only when non-allocated funding is available and therefore may remain unrepaired until funding is available.

Computer Software Acquisition and Upgrading

The school district will only support the specified upgrades and training. Staff members shall not purchase software that has not been included on a list of specified software or has been approved by the Superintendent or their designee.

The Superintendent will recommend the purchase of upgrades to software as needed. An evaluation of upgrades shall be made by appropriate personnel and no upgrade shall be purchased without the express approval of the Superintendent or their designee.

Site Licenses

In the case where more than one copy of a software program is required, the technology coordinator shall attempt to acquire or negotiate a site license with the software developers. In the event a site license is not possible, vendors shall be sought who will provide multiple copies at a discounted cost.

Software Copyright

All employees shall strictly adhere to the copyright laws of the United States. No software shall be copied and/or distributed except in accordance with these laws. All software placed on media workstations or any network with public access shall be copy protected by the technology coordinator who shall assure that individuals who have access to such programs shall not copy them without authorization.

Internal Communication (District)

The school district shall provide communication between schools by a variety of means.

External Communications

The Board encourages the use of external communications so schools may utilize the vast resources of external databases and communicate with other schools, external agencies, and businesses throughout the world. Gateways to such communications will be supported by the school district. The use of particular gateways shall be approved by the Technology Coordinator. The Technology Coordinator shall be responsible for the installation of software in district owned computers and/or computer systems that prevents access to gateways and Internet sites that have material considered by the Technology Coordinator to be inappropriate for use by students.

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Computer Laboratories and Distributed Computing

In order to provide teacher, staff, and student access to computers, the Board directs that provisions be made to provide computer access in computer laboratories, classrooms, and school libraries/media centers.

Audio/Video

All audio and/or video materials shall be used in accordance with the copyright laws of the United States. Teachers, students, or staff who create audio or video materials containing the voices or images of the individuals involved shall obtain proper releases from those individuals, their parent(s) or legal guardian(s) for instructional use within the school.

Informing Parents, Legal Guardians and Interested Parties

Upon request, the Building Principal shall make available to parent/legal guardians the computer hardware and software used in the district in order that a computer purchased privately for home use may be compatible with the computer and software the student uses in the school setting.

Technology Coordination

The Board shall appoint a Technology Coordinator to assure the technology needs of the district are met in the most efficient manner possible at the lowest costs available to meet specified needs.

Broadcast Rights and Copyrights

The Board specifically retains the Broadcast rights and copyrights to all materials created by employees of the Board as part of their responsibilities to the Board. Any financial remuneration for the use of such materials shall be retained by the Board.

Computer Security

The Technology Coordinator shall develop security procedures to include, but not be limited to, the following areas:

1. Physical Security of Equipment

All computer equipment shall be maintained in a secure manner appropriate to its location.

2. Data Security

a. Back-up procedures for system files, libraries, and data shall be practiced in a timely fashion.

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b. Disaster recovery plans shall be kept up-to-date at all times.

c. Password protection shall be in place and updated periodically.

d. Resource security shall be in place to prevent unauthorized access to system files, libraries, and data.

3. Employee Training

All new employees having, as part of their job responsibilities, access to computers and information systems will be trained in the proper security procedures outlined above.

All employees having, as part of their job responsibilities, access to computers and information systems will be kept up-to-date on current security procedures for equipment and data.

4. Transaction Audit Trail

Appropriate procedures will be maintained in order to monitor system activity and users, as necessary.

5. Security Officer

The Superintendent shall designate the Technology Coordinator as the district's Computer Security Officer to monitor system security procedures.

Use of Facsimile (FAX) Machines

Fax machines provide a useful means of communicating and shall be subject to the same rules that apply to the use of telephones. All incoming faxes shall be considered confidential mail. No disclosure of the contents of any fax shall be made except to the individual for whom the fax is intended. Any individual violating this confidentiality shall be subject to discipline as provided by the policies and regulations of the Board.

N.J.A.C. 6A:26-6.1 et seq.
17 U.S.C. 101 et seq.

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2425 EMERGENCY VIRTUAL OR REMOTE INSTRUCTION PROGRAM (M)

~~The Board of Education is committed to providing a high quality educational program,~~ virtually or remotely, in the event ~~a school or the schools of the district are required to close for more than three consecutive school days due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure. The district's virtual or remote program of instruction shall be in accordance with~~ **the State or local health department determines that it is advisable to close, or mandates closure of, the schools of a school district.** ~~.~~

~~In the event the school district is required to close a school or the schools of the district for more than three consecutive school days~~ due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure **for more than three consecutive school days, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction, pursuant to N.J.S.A. 18A:7F-9. In addition, pursuant to N.J.S.A. 18A:7F-9.b.,** the Commissioner of Education shall allow the district to apply to the 180-day requirement established pursuant to **N.J.S.A. 18A:7F-9.a.,** one or more days of virtual or remote instruction provided to students on the day or days the schools of the district were closed if the program of virtual or remote instruction meets such criteria as may be established by the Commissioner. ~~Education.~~

The school district's program of virtual or remote instruction shall be in accordance with the provisions of N.J.S.A. 18A:7F-9; N.J.A.C. 6A:32-13.1.; this Policy; and Regulation 2425.

"Remote instruction" means the provision of instruction occurring when the student and the instructor are in different locations due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

"Virtual instruction" means the provision of active instruction when the student and the instructor are in different locations and instruction is facilitated through the internet and computer technologies due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall

be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

The Superintendent of Schools shall submit, with Board approval, the school district's program of virtual or remote instruction to the Commissioner of Education **annually. If the Board is unable to complete and submit a proposed program of virtual or remote instruction to the Commissioner in accordance with the timeline established by the Commissioner and the school district is required to close its schools for a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Commissioner of Education may retroactively approve the program.** ~~by no later than October 29, 2021 and annually thereafter.~~

If provided~~A day of virtual or remote instruction, if instituted~~ under the district's ~~Commissioner of Education's approved~~ program of virtual or remote instruction **that has been approved by**~~, shall be considered~~ the **Commissioner, student**~~equivalent of a full day of school~~ attendance **for a day of virtual or remote instruction shall be accounted for in accordance with N.J.A.C. 6A:32-8.4** for the purposes of meeting State and local graduation requirements, the awarding of course credit, and other ~~such~~ matters as determined by the Commissioner of Education **in accordance with the provisions of N.J.A.C. 6A:32-13.1.(d).**

Pursuant to N.J.A.C. 6A:32-13.1(b), if implemented by the Superintendent, the school district's ~~Any district~~ program of virtual or remote instruction **shall be provided to an enrolled student, whether a** ~~implemented for the~~ general education **student in preschool through grade twelve or a student with a disability aged three to twenty-one. The school district** ~~students~~ shall provide **students with a disability with** the same educational opportunities **provided to general**~~to students with disabilities. Special~~ education **students to the extent appropriate** and **practicable. Related**~~related~~ services~~, including speech language services, counseling services, physical therapy, occupational therapy, and behavioral services,~~ may be delivered to **general education students and** students with **a disability**~~disabilities~~ through the use of electronic communication or a virtual or online platform~~, and~~ as **appropriate**~~required by the student's Individualized Education Program (IEP), to the greatest extent practicable~~.

In the event the State or local health department determines it is advisable to close or mandates closure of the schools of the district due to a declared state of emergency,

declared public -health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction. The Superintendent shall consult with the Board prior to such decision, if practicable. The Superintendent shall ensure that students, parents, staff, and the Board are informed promptly of the Superintendent's decision.

Nothing in **N.J.S.A. 18A:7F-9.b., c., or d.;** ~~and~~ this Policy**; and Regulation 2425** shall be construed to limit, supersede or preempt rights, privileges, compensation, remedies, and procedures afforded to public employees or a collective bargaining unit under Federal or State law or any provision of a collective bargaining agreement entered into by the school district.

In the event of the closure of a school or the schools of the district due to a declared state of emergency, declared public -health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for a period longer than three consecutive school days:

1. **1.** District employees shall be entitled to compensation, benefits, and emoluments pursuant to the provisions of **N.J.S.A. 18A:7F-9.e.**(1) and (2).

2. **2.** The district shall continue to make payments of benefits, compensation, and emoluments pursuant to the terms of a contract with a contracted service provider in effect on the date of the closure as if the services for such benefits, compensation, and emoluments had been provided, and as if the school facilities had remained open pursuant to the provisions of **N.J.S.A.18A:7F-9.e.**(3).

3. **3.** The district shall be obligated to make payments for benefits, compensation, and emoluments and all payments required pursuant to N.J.S.A. 18A:6-51 *et seq.*, to an educational services commission, county special services school district, and a jointure commission, and under any shared services agreement and cooperative contract entered into with any other public entity pursuant to the provisions of **N.J.S.A. 18A:7F-9.e.**(4).

4. **4.** An educational services commission, county special services school district, and a jointure commission shall continue to make payments of benefits, compensation, and emoluments pursuant to the terms of a contract with a contracted service provider or a shared services agreement in effect on the date of the closure as if the services for such benefits, compensation, and emoluments had been provided, and as if the school facilities had remained open pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(4).

The provisions of N.J.S.A. 18A:7F-9.e.(1) through (4) **and 1 through 4 above** shall not apply to any employee whose weekly hours of work are reduced, and to whom unemployment benefits are provided, pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 *et seq.* A contracted service provider, educational services commission, county special services school district, or jointure commission shall notify the district with which it has entered into a contract to provide services of its intent to reduce the hours of work of its employees pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 *et seq.*

1. **1.** Notwithstanding the provisions of N.J.S.A. 18A:7F-9.e(3**) and 3. Above**, if a contracted service provider reduces the amount that it pays to its employees providing services to a school district, and that reduction is the result of a reduction of workhours of those employees made pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 *et seq.*, then the amount paid by the district to the contracted service provider shall be reduced by the same amount.

2. **2.** Notwithstanding the provisions of ~~N.J.S.A. 18A:7F-9.e~~**N.J.S.A. 18A:7F-9.e.(**~~.(~~4**) and 4. above,)**~~,~~ if an educational services commission, county special services school district, or jointure commission reduces the amount that it pays to its employees providing services to a school district, and that reduction is the result of a reduction of workhours of those employees made pursuant to a shared work program approved pursuant to the provisions of **N.J.S.A. 43:21-20.3** *et seq.*, then the amount paid by the district to the educational services commission, county special services school district, or jointure commission shall be reduced by the same amount.

This Policy may be revised as necessary by the Superintendent in accordance with N.J.S.A. 18A:7F-9. The school district's emergency virtual or remote instruction program shall be **posted prominently**~~available~~ on the school district's website.

POLICY GUIDE **Berkeley Heights Board of Education**

PROGRAM

2425 EMERGENCY VIRTUAL OR REMOTE INSTRUCTION PROGRAM

N.J.S.A. 18A:7F-9
N.J.A.C. 6A:32-2.1; 6A:32-8.4; 6A:32-13.1

Adopted: 11 November 2021

REGULATION GUIDE

R 2425 EMERGENCY VIRTUAL OR REMOTE INSTRUCTION PROGRAM

A. Definitions

1. "Remote instruction" means the provision of instruction occurring when the student and the instructor are in different locations due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

2. "Virtual instruction" means the provision of active instruction when the student and the instructor are in different locations and instruction is facilitated through the internet and computer technologies due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

B. Pursuant to N.J.A.C. 6A:32-13.1, if the State or local health department determines that it is advisable to close, or mandates closure of, the schools of a school district due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for more than three consecutive school days, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction, pursuant to N.J.S.A. 18A:7F-9.

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1. If implemented by the Superintendent, the school district's program of virtual or remote instruction shall be provided to an enrolled student, whether a general education student in preschool through grade twelve or a student with a disability aged three to twenty-one.

   a. The school district shall provide students with a disability with the same educational opportunities provided to general education students to the extent appropriate and practicable.

   b. Related services may be delivered to general education students and students with a disability through the use of electronic communication or a virtual or online platform, as appropriate.

2. The Board of Education may apply to the 180-day requirement established pursuant to N.J.S.A. 18A:7F-9.b., one or more days of virtual or remote instruction under the following conditions and in accordance with N.J.A.C. 6A:32-13.1(c)1. through 4. and B.2.a. through d. below:

   a. Virtual or remote instruction is provided to students on the day(s) that some or all of the programs of instruction of the district were closed to in-person instruction;

   b. The virtual or remote instruction meets the Commissioner-established criteria for the occurrence of one of the events at N.J.A.C. 6A:32-13.1(b) and B. above;

   c. The school district's program of virtual or remote instruction:

      (1) Explains, to the greatest extent possible, the equitable delivery of, and access to, virtual and remote instruction, including descriptions of the following:

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(a) The design of synchronous and/or asynchronous virtual or remote learning plans that will maximize student growth and learning;

(b) How the school district will continuously measure student growth and learning in a virtual or remote instruction environment; and

(c) The school district's plan for measuring and addressing any ongoing digital divide issue(s), including a lack of access to the internet, network access, or devices;

(2) Addresses the needs of students with disabilities and includes descriptions of the following:

(a) The delivery of virtual or remote instruction in order to implement, to the greatest extent possible, students' individualized education programs (IEPs), including material and platform access;

(b) The methods used to document IEP implementation, including the tracking of student progress, accommodations, and modifications;

(c) How case managers follow up with parents to ensure services are implemented, to the greatest extent possible, in accordance with IEPs; and

(d) How the school district plans to conduct IEP meetings, evaluations, and other meetings to identify, evaluate, and/or reevaluate students with disabilities;

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(3) Addresses the needs of English language learners (ELLs) and includes descriptions of the following:

(a) How the school district includes an English as a Second Language and/or bilingual education program aligned with State and Federal requirements to meet the needs of ELLs;

(b) The process to communicate with parents of ELLs, including providing translation materials, interpretative services, and information available at the parent's literacy level;

(c) The use of instructional adaptations, for example, differentiation, sheltered instruction, Universal Design for Learning, access to technology, and strategies to ensure that ELLs access the same standard of education as non-ELL peers; and

(d) The training for teachers, administrators, and counselors to learn strategies related to culturally responsive teaching and learning, social-emotional learning, and trauma-informed teaching for students affected by forced migration from their home country;

(4) Accounts for student attendance in accordance with N.J.A.C. 6A:32-13.1(d) and B.3. below and include the following:

(a) A description or copy of the school district's attendance policies, including how the school district will determine whether a student is present or absent during virtual or

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remote instruction, and how a student's attendance will factor into promotion, retention, graduation, discipline, and any other decisions that will reflect the student's performance;

(5) Describes how the school district is communicating with the parents when a student is not participating in virtual or remote instruction and/or submitting assignments;

(6) Includes a plan for the continued safe delivery of meals to eligible students;

(7) Includes an outline of how buildings will be maintained throughout an extended period of closure; and

(8) Includes district-specific factors, including, but not limited to, considerations for Title I extended learning programs, 21st Century Community Learning Center Programs, credit recovery, other extended student learning opportunities, accelerated learning, and social and emotional health of staff and students, transportation, extra-curricular programs, childcare, and community programming; and

d. The Board of Education submitted a proposed program of virtual or remote instruction to the Commissioner annually.

(1) If the Board is unable to complete and submit a proposed program annually in accordance with the timeline established by the Commissioner, and the school district is required to close its schools for a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Commissioner may retroactively approve the program.

PROGRAM

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3. If provided under the Board's program that has been approved by the Commissioner, student attendance for a day of virtual or remote instruction shall be accounted for in accordance with N.J.A.C. 6A:32-8.4 for the purpose of meeting State and local graduation requirements, the awarding of course credit, and other matters as determined by the Commissioner.

Adopted:

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3142 NONRENEWAL OF NONTENURED TEACHING STAFF MEMBER

The Board of Education recognizes its obligation to employ only those staff members best trained and equipped to meet the educational needs of the students of this district. The Board shall discharge that obligation by retaining in service only those nontenured teaching staff members who meet those standards. The Board will renew the employment contract of a nontenured teaching staff member only upon the recommendation of the Superintendent and by a recorded roll call majority vote of the full membership of the Board. The Board shall not withhold its approval for arbitrary and capricious reasons. A nontenured teaching staff member who is not recommended for renewal by the Superintendent is deemed nonrenewed.

When the nontenured teaching staff member's performance does not meet the standards of the school district, the Superintendent shall recommend not to renew the teaching staff member's contract. Prior to notifying the nontenured teaching staff member of the nonrenewal, the Superintendent will notify the Board of the recommendation not to renew the nontenured teaching staff member's contract and the reasons for the recommendation. The Superintendent may notify the Board in a written notice or in executive session at a full Board Meeting. In the event the Board is notified in executive session, the Superintendent will comply with the requirements of the Open Public Meetings Act and provide reasonable notice to the nontenured teaching staff member their employment will be discussed in executive session in order for the nontenured teaching staff member to exercise their statutory right to request a public discussion.

On or before May 15 of each year, each nontenured teaching staff member continuously employed by a Board of Education since the preceding September 30 shall receive a written notice from the Superintendent that such employment will not be offered if the Superintendent recommends the nontenured teaching staff member not be renewed. Any nontenured teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within fifteen calendar days thereafter, request in writing a statement of the reasons for such non-employment which shall be given to the nontenured staff member in writing within thirty calendar days after the receipt of such request.

Whenever the nontenured teaching staff member has requested in writing and received a written statement of reasons for non-reemployment pursuant to N.J.S.A. 18A:27-3.2, the nontenured teaching staff member may request in writing an informal appearance before the Board. The written request shall be submitted to the Board within ten calendar days of the nontenured teaching staff member's receipt of the Board's statement of reasons. The informal appearance shall be scheduled within thirty calendar days from the nontenured teaching staff member's receipt of the Board's statement of reasons.

The Board is not required to offer reemployment or vote on reemployment after an informal appearance with a nontenured teaching staff member who was not recommended for reemployment by the Superintendent. The Board may, with a majority vote of its full membership in public session and without the recommendation of the Superintendent, offer the nontenured teaching staff member reemployment after the informal appearance before the Board.

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Within three working days following the informal appearance, the Board shall notify the affected nontenured teaching staff member, in writing, of its final determination.

N.J.S.A. 18A:27-3.1; 18A:27-3.2; 18A:27-4.1;
18A:27-10 et seq.
N.J.A.C. 6A:10-9.1

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3144 CERTIFICATION OF TENURE CHARGES

~~The Board of Education will challenge the continued employment of any tenured teaching staff member who demonstrates inefficiency in the performance of his or her duties, is incapable of performing those duties, violates by unbecoming conduct the public trust placed with employees of this district, or by other means demonstrates unfitness for district employment. When charges are filed against a tenured teaching staff member by any person, the Board shall determine the gravity of the charges and the probity of supporting evidence in accordance with the law and these guidelines.~~

~~1. Charges may be instituted against a tenured teaching staff member of the district by any person by filing with the Board Secretary a written statement, signed by the charging person, that sets forth the specific charges and the statutory ground on which each is based. The statement of charges must be accompanied by a written statement of evidence made under oath in support of the charges. The Board Secretary shall promptly notify the Superintendent and the Board President that such charges have been filed.~~

~~2. Where the charges allege incapacity, unbecoming conduct, or good cause other than inefficiency, a copy of the charges and a copy of the statement of evidence shall, within seventy-two hours of the time charges have been field with the Board Secretary, be served on the charged employee together with a letter offering the employee the opportunity of submitting to the Board Secretary a written statement of position and a written statement of evidence under oath, provided that such statements are filed with the Board Secretary no later than fifteen days after the date on which the charges were served on the employee.~~

~~3. Where the charge alleges inefficiency, the following actions will be taken:~~

~~a. A copy of the charges and a copy of the statement of evidence shall, within seventy-two hours of the time charges have been filed with the Board Secretary, be served on the charged employee together with a letter informing the employee that, unless the specified inefficiencies are corrected within a specified improvement period of ninety or more days, the Board shall certify those charges of inefficiency to the Commissioner of Education.~~

~~b. At the same time, the employee's professional improvement plan will be revised to address the specific charges of inefficiency and to assist the employee toward improvement within the specified period.~~

~~c. The employee's performance will be observed and evaluated over the improvement period, excluding summer vacation, by a team of administrators.~~

~~d. At the conclusion of the specified improvement period, the Superintendent shall report to the Board an assessment of the employee's progress.~~

~~e. Thereafter, the Board will determine in private session whether the employee has corrected all of the inefficiencies originally charged. If all the charged inefficiencies have been corrected, the~~

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~~Board shall advise the employee within thirty days of the end of the improvement period that the charges are withdrawn. If the Board finds that any or all charged inefficiencies have not been corrected, the Board Secretary shall serve the employee, within thirty days of the end of the improvement period, a copy of the charges and a copy of the statement of evidence together with a letter offering the employee the opportunity of submitting to the Board Secretary a written statement of position and a written statement of evidence under oath, provided that such statements are filed with the Board Secretary no later than fifteen days after the date on which the charges were served on the employee.~~

~~4. Within forty-five days of the time the employee files written statements of position and evidence or the expiration of the fifteen day period within which the employee may submit such statements, whichever first occurs, the Board shall meet in private session to determine, by a majority of the full Board, (a) whether the charges, if true, are sufficiently serious to warrant the imposition of sanctions by the Commissioner and (b) whether there is probable cause to credit the evidence in support of the charges.~~

~~5. If the Board determines to certify charges against the employee, the Board Secretary will file the charges and a certificate of determination with the Commissioner of Education and serve notice of such certification on the employee in accordance with rules of the State Board of Education.~~

~~6. If no action is taken with regard to the charges within the requisite periods of time set forth in this policy, the charges will be considered dismissed and no further action may be taken on them. The charged employee will be promptly notified whenever charges are dismissed by Board action or inaction.~~

~~N.J.S.A. 18A:8.3; 18A:6-10; 18A:6-11; 18A:6-13; 18A:6-14; 18A:6-16~~

~~N.J.A.C. 6A:3-5.1; 6A:3-5.2; 6A:3-5.3; 6A:3-5.5~~

Tenure charges may be instituted against a tenured staff member of the district in accordance with the provisions of N.J.A.C. 6A:3-5.1 et seq. In all instances of the filing and certification of tenure charges, except charges filed against a teacher, Principal, Assistant Principal, or Vice Principal for reasons of inefficiency pursuant to N.J.S.A. 18A:6-17.3, the procedures and timelines outlined in N.J.A.C. 6A:3-5.1(b) shall be observed. In the event the tenure charges are charges of inefficiency pursuant to N.J.S.A. 18A:6-17.3, except in the case of Principals, Assistant Principals, and Vice Principals in school districts under full State intervention, where procedures are governed by the provisions of N.J.S.A. 18A:7A-45 and such rules as may be promulgated to implement it, the procedures and timelines outlined in N.J.A.C. 6A:3-5.1(c) shall be observed.

Filing and service of petition of appeal as outlined in N.J.A.C. 6A:3-1.3, shall not apply in a case of charges filed with the Commissioner of Education against an employee of a Board of Education or of a school district under full State intervention. In place of the usual petition, the Board of Education or the State District Superintendent shall file written charges and the required certificate of determination with the Commissioner together with the name of

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the attorney who is anticipated for administrative purposes will be representing the Board of Education or State District Superintendent and proof of service upon the employee and the employee's representative, if known. Such service shall be at the same time and in the same manner as the filing of charges with the Commissioner.

In accordance with N.J.S.A. 34:13A-24, fines and suspensions imposed as minor discipline shall not constitute a reduction in compensation pursuant to the provisions of N.J.S.A. 18A:6-10 where the negotiated agreement between the Board of Education and the majority representative of the employees in the appropriate collective bargaining unit provides for such discipline. In these cases, tenure charges shall not be filed to impose minor discipline on a person serving under tenure.

The Board of Education or the State District Superintendent shall determine whether there is probable cause to credit the evidence in support of the charges and whether such charges, if credited, are sufficient to warrant a dismissal or reduction of salary. Pursuant to N.J.S.A. 18A:6-11, all deliberations and actions of the Board of Education with respect to such charges shall take place at a closed/executive session meeting. In the event the Board of Education or the State District Superintendent finds probable cause exists and that the charges, if credited, are sufficient to warrant a dismissal or reduction of salary, then the Board or the State District Superintendent shall file, within fifteen days, written charges with the Commissioner. The charge(s) shall be stated with specificity as to the action or behavior underlying the charges or the nature of the alleged inefficiency and shall be accompanied by the required certificate of determination together with the name of the attorney who is anticipated for administrative purposes will be representing the Board of Education or State District Superintendent and proof of service upon the employee and the employee's representative, if known. Such service shall be at the same time and in the same manner as the filing of charges with the Commissioner.

The certificate of determination that accompanies the written charges shall contain a certification by the Board Secretary or the State District Superintendent including that a determination was made of the charges and the evidence in support of the charges are sufficient, if true in fact, to warrant dismissal or a reduction in salary; of the date, place, and time of the meeting at which such determination was made and whether or not the employee was suspended and, if so, whether such suspension was with or without pay; that such determination was made by a majority vote of the whole number of members of the Board of Education or by the State District Superintendent in accordance with N.J.S.A. 18A:7A-39.

An individual against whom tenure charges are certified shall file a written response to the charges in accordance with the provisions of N.J.A.C. 6A:3-5.3 et seq. The Commissioner shall determine whether such charge(s) are sufficient, if true, to warrant dismissal or reduction in salary in accordance with the provisions of N.J.A.C. 6A:3-5.5. Any withdrawal, settlement, or mooting of tenure charges shall be in accordance with the provisions of N.J.A.C. 6A:3-5.6.

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Certification of tenure charges for Charter School employees shall be governed by N.J.A.C. 6A:11-6.1 et seq.

N.J.S.A. 18A:6-8.3; 18A:6-10; 18A:6-11;
18A:6-13; 18A:6-14;
18A:6-16; 18A:25-6; 18A:25-7
N.J.A.C. 6A:3-5.1; 6A:3-5.2; 6A:3-5.3; 6A:3-5.5;
6A:3-5.6

~~; 6A:3-5.6~~

Adopted: 11 February 1991

Revised: 17 May 2001, 3 March 2011

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3144.3 SUSPENSION UPON CERTIFICATION OF TENURE CHARGE

Upon certification of any tenure charge to the Commissioner of Education, the Board of Education may suspend the person against whom such charge is made, with or without pay. However, if the determination of the tenure charge by the arbitrator is not made within one hundred twenty calendar days after certification of the tenure charges, excluding all delays which are granted at the request of such person, then the full salary (except for said one hundred and twenty days) of such person shall be paid beginning on the one hundred twenty-first day until such determination is made.

Should the tenure charge be dismissed at any stage of the process, the person shall be reinstated immediately with full pay from the first day of such suspension. Should the tenure charge be dismissed at any stage of the process and the suspension be continued during an appeal, then the full pay or salary of such person shall continue until the determination of the appeal. However, the Board of Education shall deduct from said full pay or salary any sums received by such employee or officers by way of pay or salary from any substituted employment assumed during such period of suspension.

Should the charge be sustained on the original hearing or an appeal, and should such person appeal from the same, then the suspension may be continued unless and until such determination is reversed, in which event the employee or officer shall be reinstated immediately with full pay from the date of such suspension.

N.J.S.A. 18A:6-14

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5722 STUDENT JOURNALISM (M)

M

The Board of Education believes it is important to afford students the opportunity to exercise their creativity, passion, and constitutionally-protected freedom of speech. However, the Board also believes this opportunity must be balanced between ensuring students have the right to speak freely while also preserving the ability of district staff to maintain the safe and orderly operation of the school district. The Board adopts this Policy granting students the right to exercise freedom of speech and of the press in accordance with N.J.S.A. 18A:36-44 and N.J.S.A. 18A:36-45.

For the purpose of this Policy, the following terms shall mean:

"Prior restraint" means a school official informing a student journalist(s) the news, opinion, feature, and advertising content of school-sponsored media, subject to the restrictions listed in N.J.S.A. 18A:36-45.b., N.J.S.A. 18A:36-45.c., and the provisions of this Policy, cannot be published in school-sponsored media or a school official takes any action to prevent a student from doing so.

"Prior review" means a school official reviewing school sponsored media before it is published, broadcast by a student journalist at school or distributed, or generally made available to members of the student body.

"School official" means the Principal or designee or an administrative staff member designated by the Superintendent.

"School-sponsored media" means any material that is prepared, substantially written, published, or broadcast by a student journalist at school, distributed or generally made available to members of the student body, and prepared under the direction of a student media advisor. School-sponsored media does not include media intended for distribution or transmission solely in the classroom in which the media is produced.

"Student journalist" means a student who gathers, compiles, writes, edits, photographs, records, or prepares information for dissemination in school-sponsored media.

"Student media advisor" means an individual employed, appointed, or designated by the district to supervise or provide instruction relating to school-sponsored media.

Student journalists have the right to exercise freedom of speech and of the press in school-sponsored media, regardless of whether the media is supported financially by the district or by use of school district facilities, or produced in conjunction with a class in which the student is enrolled. Subject to 1. through 5. below, student journalists are responsible for determining the news, opinion, feature, and advertising content of school-sponsored media. N.J.S.A. 18A:36-

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45.b. and this Policy shall not be construed to prevent student media advisors from teaching professional standards of English and journalism to student journalists.

This Policy does not authorize or protect expression by a student that:

1. Is libelous or slanderous;

2. Constitutes an unwarranted invasion of privacy;

3. Is profane or obscene;

4. Violates Federal or State law; or

5. So incites students as to create a clear and present danger of the commission of an unlawful act, the violation of school district policies, or the material and substantial disruption of the orderly operation of the school.

The district shall not authorize any prior restraint of any school-sponsored media except for the types of expression prohibited under N.J.S.A. 18A:36-45.c. and as listed in 1. through 5. above.

A school official may implement a procedure for prior review of school-sponsored media. Any prior review of school-sponsored media required by the school official shall be communicated to the student journalist by the school official and be conducted within three school days after submission to the school official by the student journalist. If the school official cannot show the school-sponsored media is prohibited under N.J.S.A. 18A:36-45.c. and 1. through 5. above, within the three school days, the student journalist may release the school-sponsored media.

When a school official determines the restraint of student expression is necessary, the school official shall simultaneously identify at least one of the five prohibitions listed in 1. through 5. above under N.J.S.A. 18A:36-45.c. and in this Policy under which the limitation of student expression is appropriate. This determination shall be provided to the student journalist in writing by the school official that made the determination.

A student journalist may appeal, to the Superintendent or designee, a determination by a school official that the restraint of student expression is necessary. An appeal must be submitted in writing to the Superintendent or designee within five school days of the written determination being communicated to the student journalist. The appeal must include a copy of the written determination and the reasons why the student journalist believes the limitation is not appropriate. The Superintendent or designee may, but is not required to, provide the student journalist an opportunity to present their written appeal in person. The Superintendent or designee will make a determination on the appeal within five school days of receiving the written appeal from the student journalist. The student journalist may appeal a decision of the Superintendent or designee to the Board of Education in writing. The Board of Education will make a decision on the appeal at the first Regular Board Meeting after receiving the written appeal or within ten school days after receiving the written appeal.

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A student journalist that violates a provision of this Policy may be subject to appropriate discipline.

The school district shall not sanction a student operating as an independent journalist.

A staff member shall not be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under N.J.S.A. 18A:36-44 and N.J.S.A. 18A:36-45 and this Policy, or refusing to infringe upon conduct that is protected by this Policy, the First Amendment to the United States Constitution, or paragraph 6 of Article I of the New Jersey Constitution.

The Superintendent or designee shall determine reasonable provisions for the time, place, and manner of student expression for the purposes of school-sponsored media.

N.J.S.A. 18A:36-44; 18A:36-45

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R 1570 INTERNAL CONTROLS (M)

M

A. Segregation of Business Duties and Organizational Structure

1. The school district shall evaluate business processes annually and allocate available resources appropriately in an effort to establish a strong control environment.

2. The School Business Administrator/Board Secretary shall identify processes that when performed by the same individuals are a violation of sound segregation of duties. The School Business Administrator/Board Secretary shall segregate the duties of all such processes among Business office staff based on available district resources, assessed vulnerability and the associated cost-benefit, except as required by a. and b. below.

   a. The functions of human resources and payroll shall be segregated and completed by different employees in all districts.

   b. The functions of purchasing and accounts payable shall be segregated and completed by different employees in all districts.

3. The district shall include in the Comprehensive Annual Financial Report (CAFR) a detailed organizational chart for the Central Office that tie to the district's position control logs, including but not limited to, the business, human resources, and information management functions.

B. Standard Operating Procedures (SOPs) for Business Functions

1. The school district shall establish SOPs for each task or function of the business operations of the district by December 31, 2009.

2. The SOP Manual shall include sections on each routine task or function of the following areas:

   a. Accounting including general ledger, accounts payable, accounts receivable, payroll and fixed assets, and year-end procedures for each;

   b. Cash management;

   c. Budget development and administration including tasks such as authorization of transfers and overtime;

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d. Position control;

e. Purchasing including such tasks as preparation of requisitions, approval of purchase orders and encumbering of funds, bid and quote requirements, and verification of receipt of goods and services;

f. Facilities including administration of work and health and safety;

g. Security;

h. Emergency preparedness;

i. Risk management;

j. Transportation;

k. Food service;

l. Technology systems; and

m. Information management.

3. A standard operating procedure shall be established that ensures office supplies are ordered in appropriate quantities, maintained in appropriate storage facilities, and monitored to keep track of inventory.

C. Financial and Human Resource Management Systems, Access Controls

1. School districts with budgets in excess of $25,000,000 or with more than 300 employees shall maintain an Enterprise Resource Planning (ERP) System which integrates all data and processes of the school district into a unified system. The ERP system shall use multiple components of computer software and hardware and a unified database to store data for the various system modules to achieve the integration.

   a. Districts affected by C.1. above that do not have an ERP system in place on July 1, 2008 shall fully implement one by the 2010-2011 school year and maintain both the existing system(s) and run a beta test ERP system during the 2009-2010 school year.

2. Whenever considering financial systems or the automation of other services or functions, the Superintendent of Schools or School Business Administrator/Board Secretary shall notify the Executive County Superintendent in writing to see if opportunities for a shared service system exist.

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3. Access controls shall be established for key elements of financial systems to ensure that a single person does not have the ability to make system edits that would violate segregation of duties controls.

   a. The process for creating, modifying, and deleting user accounts shall include the use of user access request forms.

   b. All requests for financial applications shall be approved and specified by the School Business Administrator/Board Secretary.

   c. All requests for network access shall be granted by the head of the technology department, if one exists.

   d. A review of user access shall be conducted yearly at a minimum by the relevant department managers and an audit trail should be maintained to verify the performance of this review.

   e. Access to the network and key applications within a district shall be restricted to authorized users through the use of unique user names and passwords.

   f. Proper protocols shall be implemented that appropriately address password expiration and complexity.

D. Personnel Tracking and Accounting

1. The school district shall maintain an accurate, complete, and up-to-date automated position control roster to track the actual number and category of employees and the detailed information for each. Districts are required to maintain a position control roster by December 31, 2009. The position control roster shall:

   a. Share a common database and be integrated with the district's payroll system;

   b. Agree to the account codes in the budget software;

   c. Ensure that the data within the position control roster system includes, at a minimum, the following information:

      (1) The employee's name;

      (2) The date of hire;

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(3) A permanent position tracking number for each employee including:

(a) The expenditure account codes for the general fund consistent with the State prescribed budget, special revenue fund and enterprise funds;

(b) The building(s) the position is assigned;

(c) The certification title and endorsement held, as applicable;

(d) The assignment position title as follows:

i. Superintendent or Chief School Administrator;

ii. Assistant Superintendent;

iii. School Business Administrator;

iv. Board Secretary (when other than i., ii., or iii. above);

v. Principal;

vi. Vice Principal;

vii. Director;

viii. Supervisor;

ix. Facilitator;

x. Instructional Coach by Subject Area;

xi. Department Chairperson by Subject Area;

xii. Certificated Administrator –

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Other;

xiii. Guidance;

xiv. Media Specialist/ Librarian;

xv. School Nurse;

xvi. Social Worker;

xvii. Psychologist;

xviii. Therapist – OT;

xix. Therapist – PT;

xx. Therapist – Speech;

xxi. Certificated Support Staff – Other;

xxii. Teacher by Subject Area;

xxiii. Instructional Assistants;

xxiv. Certificated Instructional-Other;

xxv. Aides supported by IEP;

xxvi. Other Aides;

xxvii. Maintenance Worker;

xxviii. Custodian;

xxix. Bus Driver;

xxx. Vehicle Mechanic;

xxxi. Food Service; and

xxxii. Other Non-certificated.

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(4) A control number for substitute teachers;

(5) A control number for overtime;

(6) A control number for extra pay;

(7) The status of the position (filled, vacant, abolished, etc.);

(8) An indication, when available, of whether the employee is retiring in the budget year or not being renewed including associated costs such as contractual buyouts, severance pay, paid vacation or sick days, etc;

(9) Each of the following: base salary, step, longevity, guide, stipends by type, overtime and other extra compensation;

(10) The benefits paid by the district, net of employee reimbursements or co-pays, by type of benefit and for FICA and Medicare;

(11) The position's full-time equivalent value by location;

(12) The date the position was filled; and

(13) The date the position was originally created by the Board. If the date the position was originally created is not available, this item shall represent the date the person currently filling that position was approved by the Board.

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R 2431.1 EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC ACTIVITY (M)

M

A. Definitions

1. "Athletic Activity" means interscholastic athletics; an athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with a school district or nonpublic school, including cheerleading and club-sponsored sports activities; and any practice or interschool practice or scrimmage for those activities.

2. "Health personnel" means the school nurse, the school medical inspector, the designated team doctor, a licensed physician, the licensed athletic trainer, and members of the first aid squad or ambulance team.

3. "Parent" means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s) or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

B. Precautions

1. All coaches, including assistant coaches, and all staff who supervise sports and other athletic activity will be trained in first aid to include sports-related concussions and head injuries, the identification of injured and disabled student athletes, and any other first aid procedures required by statute, administrative code, or by the Superintendent.

2. Athletic coaches or supervising staff members are responsible at all times for the supervision of students to whom they have been assigned. Students shall not be left unattended at any time.

3. Students who participate in athletic competition shall be trained in proper athletic procedures, in the proper use of athletic equipment, and in the proper use of protective equipment and clothing.

4. Student athletes shall be required to report promptly to the athletic coach or supervising staff member any injury occurring to the student himself/herself or to another student.

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5. First aid supplies and equipment shall be readily available at all athletic activities and shall be maintained in proper condition.

6. First aid and emergency medical procedures will utilize universal precautions in handling blood and body fluids as indicated in Policy and Regulation No. 7420 and Regulation No. 7420.1.

7. Health personnel, including but not limited to, the licensed athletic trainer, school/team physician, and ambulance/first aid squad may be present at athletic activities and events as determined by the Superintendent.

C. Emergency Action Plan and Procedures

1. The Board of a school district with any of the grades six through twelve shall establish and implement an emergency action plan for responding to a serious or potentially life-threatening sports-related injury in accordance with N.J.S.A. 18A:40-41.11. The plan shall document the proper procedures to be followed when a student sustains a serious injury while participating in sports or other athletic activity. The plan shall be specific to the activity site, and shall be developed in consultation with local emergency medical services personnel in accordance with N.J.S.A. 18A:40-41.11.

2. The following emergency action plan shall be established and implemented whenever a student is seriously injured when participating in sports or other athletic activity. The emergency action plan shall include the following:

   a. A list of the employees, team coaches, and licensed athletic trainers in each school who are trained in first aid or cardio-pulmonary resuscitation;

   b. Identification of the employees, team coaches, or licensed athletic trainers in each school who will be responsible for carrying out the emergency action plan and a description of their respective responsibilities;

   c. Identification of the activity location or venue;

   d. Identification of the equipment and supplies that may be needed to respond to the emergency, including the location of each item; and

   e. A description of the proper procedures to be followed after a student sustains a serious or life threatening sports-related injury including, but not limited to, responding to the injured student, summoning emergency medical care, assisting emergency responders in getting to the injured student, and documenting the actions taken during the emergency.

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3. The emergency action plan shall be reviewed annually and updated as necessary. The plan shall be rehearsed annually in each school by the individuals who will be responsible for executing the plan in an emergency pursuant to N.J.S.A. 18A:40-41.11.

4. The proper procedures to be followed after a student sustains a serious or life-threatening sports-related injury while participating in sports or other athletic activity shall include, but not be limited to, the following components:

   a. The athletic coach or supervising staff member shall immediately notify the health personnel present at the activity and the health personnel shall assume responsibility for the emergency treatment of the student.

   b. If no health personnel are present, or if none can be immediately summoned to the student's aid, the athletic coach or supervising staff member shall administer such first aid as may be necessary.

   c. If the student's injury requires more than routine first aid, the athletic coach or supervising staff member shall:

      (1) Summon emergency personnel by calling 911; or

      (2) Arrange for the student's transportation to the nearest hospital or the office of the school physician.

   d. The athletic coach or supervising staff member shall promptly notify the Building Principal, the Superintendent, and the student's parent(s) of the student's injury and the condition and location of the student.

   e. An injured student who has been transported away from school premises must be accompanied by the athletic coach or supervising staff member, a member of the athletic department, a health professional, or other responsible adult known to the athletic coach or supervising staff member.

5. These emergency procedures may be followed when the injured student is a member of a visiting team or district. In the event the visiting team has health personnel or staff members present, every effort shall be made to cooperate with the health personnel and/or staff of the district in which the student is enrolled.]

D. Non-Serious or Non-Life-Threatening Injuries During an Athletic Program or Activity

The Superintendent or designee shall prepare procedures for responding to a non-serious or non-life-threatening injury sustained by a student while participating in sports or other

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athletic activity. These procedures shall be reviewed annually and updated as necessary and shall be disseminated to appropriate staff members.

E. Reports

1. The athletic coach or supervising staff member shall complete and file a report of every injury that occurs to a student in the course of his/her participation in sports or other athletic activity regardless of the severity of the injury. The report shall include:

   a. The date of the incident;

   b. The name, age, and grade level of each injured student;

   c. The district in which the student is enrolled;

   d. The name and district of each student involved in the incident;

   e. A narrative account of the incident;

   f. A detailed description of the injury;

   g. The treatment given on school premises and the names of the health personnel, if any, who treated the student;

   h. The place, if any, to which the student was taken and the persons who accompanied the student; and

   i. How the notice was provided to the student's parent(s).

2. Copies of the report shall be filed with the school nurse and the Building Principal within twenty-four hours or by the end of the next school day after the incident.

3. The Building Principal shall report the incident to the Superintendent, who may report the incident to the Board.

4. A copy of each report of an incident of student injury that occurs in the course of the sport or other athletic activity shall be maintained by the Principal or designee, who shall analyze reports for patterns that indicate a need for revision of the district's safety and/or athletics program. The Principal or designee shall report the findings of his/her analysis to the Superintendent on an annual basis.

5. The parent(s) of each injured student will be given assistance in the completion and filing of insurance claim forms.

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F. Readmission to Athletic Activities

A student who sustains a serious or potentially life-threatening injury while participating in a sport or other athletic activity will be permitted to resume participation upon submission of written medical clearance from the student's medical home, which shall be subject to review by school district health personnel. Written notice of that determination, approved by the school health personnel as appropriate, shall be given to the student's parent(s).

The prevention and treatment of suspected sports-related concussions and head injuries shall be in accordance with the provisions of N.J.S.A. 18A:40-41.1 et seq. and Policy and Regulation 2431.4.

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R 2431.2 MEDICAL EXAMINATION PRIOR TO PARTICIPATION ON A SCHOOL-SPONSORED INTERSCHOLASTIC OR INTRAMURAL TEAM OR SQUAD (M)

M

Students are required to receive medical examinations in accordance with the provisions of N.J.S.A. 18A:40-41.7 and N.J.A.C. 6A:16-2.2(f) and (h). Each student medical examination shall be conducted at the medical home of the student. If a student does not have a medical home, the school district shall provide the examination at the school physician's office or other comparably equipped facility.

The school district shall ensure students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(h) and prior to participation on a school-sponsored interscholastic or intramural team or squad for students in grades six through twelve.

A. Required Medical Examination

1. The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season and shall be conducted by a licensed physician, advanced practice nurse (APN), or physician assistant (PA).

2. The physical examination shall be documented using the Preparticipation Physical Evaluation (PPE) form developed jointly by the American Academy of Family Physicians, American Academy of Pediatrics, American College of Sports Medicine, American Medical Society for Sports Medicine, American Orthopaedic Society for Sports Medicine, and American Osteopathic Academy of Sports Medicine and is available online at,

   http://www.state.nj.us/education/students/safety/health/records/athleticphysicalsform.pdf

   in accordance with N.J.S.A. 18A:40-41.7.

   a. Prior to performing a preparticipation physical examination, the licensed physician, APN, or PA who performs the student-athlete's physical examination shall complete the Student-Athlete Cardiac Screening professional development module and shall sign the certification statement on the PPE form attesting to the completion, pursuant to N.J.S.A. 18A:40-41.d.

      (1) If the PPE form is submitted without the signed certification statement and the school district has confirmed that the licensed physician, APN, or PA from the medical home did not complete the module, the student-athlete's parent may obtain a physical

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examination from a physician who can certify completion of the module or request that the school physician provides the examination.

b. The medical report shall indicate if a student is allowed or not allowed to participate in the required sports categories and shall be completed and signed by the original examining physician, APN, or PA.

c. An incomplete form shall be returned to the student's medical home for completion unless the school nurse can provide documentation to the school physician that the missing information is available from screenings completed by the school nurse or physician within the prior 365 days.

3. Each student whose medical examination was completed more than ninety days prior to the first day of official practice in an athletic season shall provide a health history update questionnaire completed and signed by the student's parent. The completed health history update questionnaire shall include information listed below as required by N.J.S.A. 18A:40-41.7.b. The completed health history update questionnaire shall be reviewed by the school nurse and, if applicable, the school athletic trainer and shall include information as to whether, in the time period since the date of the student's last preparticipation physical examination, the student has:

a. Been advised by a licensed physician, APN, or PA not to participate in a sport;

b. Sustained a concussion, been unconscious, or lost memory from a blow to the head;

c. Broken a bone or sprained, strained, or dislocated any muscles or joints;

d. Fainted or blacked out;

e. Experienced chest pains, shortness of breath, or heart racing;

f. Had a recent history of fatigue and unusual tiredness;

g. Been hospitalized, visited an emergency room, or had a significant medical illness;

h. Started or stopped taking any over the counter or prescribed medications; or

i. Had a sudden death in the family, or whether any member of the student's family under the age of fifty has had a heart attack or heart trouble.

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4. The school district shall provide to the parent written notification signed by the school physician stating approval of the student's participation in athletics based upon the medical report or the reasons for the school physician's disapproval of the student's participation.

5. The Board of Education will not permit a student enrolled in grades six to twelve to participate on a school-sponsored interscholastic or intramural team or squad unless the student submits a PPE form signed by the licensed physician, APN, or PA who performed the physical examination and, if applicable, a completed health history update questionnaire, pursuant to N.J.S.A. 18A:40-41.7.c.

B. Sudden Cardiac Arrest Pamphlet

The school district shall distribute to a student participating in or desiring to participate in an athletic activity and the student's parent, each year and prior to participation by the student in an athletic activity, the sudden cardiac arrest pamphlet developed by the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:40-41.

1. A student and his or her parent shall, each year and prior to the participation of the student in an athletic activity, sign and return to the student's school the form developed by the Commissioner acknowledging the receipt and review of the information pamphlet, pursuant to N.J.S.A. 18A:40-41.d.

2. The Commissioner shall distribute the pamphlet, at no charge, to all school districts and nonpublic schools, pursuant to N.J.S.A. 18A:40-41.b.

3. "Athletic activity" for the purposes of N.J.S.A. 18A:40-41 means: interscholastic athletics; an athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with a school district or nonpublic school, including cheerleading and club-sponsored sports activities; and any practice or interschool practice or scrimmage for those activities.

C. Use and Misuse of Opioid Fact Sheet

The school district shall annually distribute to the parents of student-athletes participating in an interscholastic sports program or cheerleading program the educational fact sheet developed by the Commissioner of Education concerning the use and misuse of opioid drugs in the event that a student-athlete or cheerleader is prescribed an opioid for a sports-related injury in accordance with the provisions of N.J.S.A. 18A:40-41.10.

1. The district shall distribute the educational fact sheet annually to the parents of student-athletes and cheerleaders and shall obtain a signed acknowledgment of the

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receipt of the fact sheet by the student-athlete or cheerleader and his or her parent pursuant to N.J.S.A. 18A:40-41.10(b).

2. The fact sheet and sign-off sheet shall be distributed and the sign-off sheet shall be completed and returned to the school annually prior to the student-athlete's or cheerleader's first official practice of the school year.

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R 2431.2 MEDICAL EXAMINATION PRIOR TO PARTICIPATION ON A SCHOOL-SPONSORED INTERSCHOLASTIC OR INTRAMURAL TEAM OR SQUAD (M)

M

Students are required to receive medical examinations in accordance with the provisions of N.J.S.A. 18A:40-41.7 and N.J.A.C. 6A:16-2.2(f) and (h). Each student medical examination shall be conducted at the medical home of the student. If a student does not have a medical home, the school district shall provide the examination at the school physician's office or other comparably equipped facility.

The school district shall ensure students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(h) and prior to participation on a school-sponsored interscholastic or intramural team or squad for students in grades six through twelve.

A. Required Medical Examination

1. The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season and shall be conducted by a licensed physician, advanced practice nurse (APN), or physician assistant (PA).

2. The physical examination shall be documented using the Preparticipation Physical Evaluation (PPE) form developed jointly by the American Academy of Family Physicians, American Academy of Pediatrics, American College of Sports Medicine, American Medical Society for Sports Medicine, American Orthopaedic Society for Sports Medicine, and American Osteopathic Academy of Sports Medicine and is available online at,

   http://www.state.nj.us/education/students/safety/health/records/athleticphysicalsform.pdf

   in accordance with N.J.S.A. 18A:40-41.7.

   a. Prior to performing a preparticipation physical examination, the licensed physician, APN, or PA who performs the student-athlete's physical examination shall complete the Student-Athlete Cardiac Screening professional development module and shall sign the certification statement on the PPE form attesting to the completion, pursuant to N.J.S.A. 18A:40-41.d.

      (1) If the PPE form is submitted without the signed certification statement and the school district has confirmed that the licensed physician, APN, or PA from the medical home did not complete the module, the student-athlete's parent may obtain a physical

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examination from a physician who can certify completion of the module or request that the school physician provides the examination.

b. The medical report shall indicate if a student is allowed or not allowed to participate in the required sports categories and shall be completed and signed by the original examining physician, APN, or PA.

c. An incomplete form shall be returned to the student's medical home for completion unless the school nurse can provide documentation to the school physician that the missing information is available from screenings completed by the school nurse or physician within the prior 365 days.

3. Each student whose medical examination was completed more than ninety days prior to the first day of official practice in an athletic season shall provide a health history update questionnaire completed and signed by the student's parent. The completed health history update questionnaire shall include information listed below as required by N.J.S.A. 18A:40-41.7.b. The completed health history update questionnaire shall be reviewed by the school nurse and, if applicable, the school athletic trainer and shall include information as to whether, in the time period since the date of the student's last preparticipation physical examination, the student has:

a. Been advised by a licensed physician, APN, or PA not to participate in a sport;

b. Sustained a concussion, been unconscious, or lost memory from a blow to the head;

c. Broken a bone or sprained, strained, or dislocated any muscles or joints;

d. Fainted or blacked out;

e. Experienced chest pains, shortness of breath, or heart racing;

f. Had a recent history of fatigue and unusual tiredness;

g. Been hospitalized, visited an emergency room, or had a significant medical illness;

h. Started or stopped taking any over the counter or prescribed medications; or

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i. Had a sudden death in the family, or whether any member of the student's family under the age of fifty has had a heart attack or heart trouble.

4. The school district shall provide to the parent written notification signed by the school physician stating approval of the student's participation in athletics based upon the medical report or the reasons for the school physician's disapproval of the student's participation.

5. The Board of Education will not permit a student enrolled in grades six to twelve to participate on a school-sponsored interscholastic or intramural team or squad unless the student submits a PPE form signed by the licensed physician, APN, or PA who performed the physical examination and, if applicable, a completed health history update questionnaire, pursuant to N.J.S.A. 18A:40-41.7.c.

B. Sudden Cardiac Arrest Pamphlet

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1. A student and his or her parent shall, each year and prior to the participation of the student in an athletic activity, sign and return to the student's school the form developed by the Commissioner acknowledging the receipt and review of the information pamphlet, pursuant to N.J.S.A. 18A:40-41.d.

2. The Commissioner shall distribute the pamphlet, at no charge, to all school districts and nonpublic schools, pursuant to N.J.S.A. 18A:40-41.b.

3. "Athletic activity" for the purposes of N.J.S.A. 18A:40-41 means: interscholastic athletics; an athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with a school district or nonpublic school, including cheerleading and club-sponsored sports activities; and any practice or interschool practice or scrimmage for those activities.

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PROGRAM

R 2431.2 MEDICAL EXAMINATION PRIOR TO PARTICIPATION ON A SCHOOL-SPONSORED INTERSCHOLASTIC OR INTRAMURAL TEAM OR SQUAD (M)

1. The district shall distribute the educational fact sheet annually to the parents of student-athletes and cheerleaders and shall obtain a signed acknowledgment of the receipt of the fact sheet by the student-athlete or cheerleader and his or her parent pursuant to N.J.S.A. 18A:40-41.10(b).

2. The fact sheet and sign-off sheet shall be distributed and the sign-off sheet shall be completed and returned to the school annually prior to the student-athlete's or cheerleader's first official practice of the school year.

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R 5111 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

M

A. Definitions

1. "Affidavit student" means a student attending, or seeking to attend, school in a district pursuant to N.J.S.A. 18A:38-1.b and N.J.A.C 6A:22-3.2(a).

2. "Appeal" means contested case proceedings before the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

3. "Applicant" means a parent, guardian, or a resident supporting an affidavit student who seeks to enroll a student in a school district; or an unaccompanied homeless youth or adult student who seeks to enroll in a school district.

4. "Commissioner" means the Commissioner of Education or his/her designee.

5. "Guardian" means a person to whom a court of competent jurisdiction has awarded guardianship or custody of a child, provided that a residential custody order shall entitle a child to attend school in the residential custodian's school district unless it can be proven that the child does not actually live with the custodian. "Guardian" also means the Department of Children and Families for purposes of N.J.S.A. 18A:38-1.e.

B. Eligibility to Attend School – Students Domiciled in the District

1. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district if the student is domiciled within the district:

a. A student is domiciled in the school district when he or she is living with a parent or guardian whose domicile is located within the school district.

(1) When a student's parents or guardians are domiciled within different school districts and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the school district of the parent or guardian with whom the student lives for the majority of the school year. This provision shall apply regardless of which parent has legal custody.

(2) When a student's physical custody is shared on an equal-time, alternating week/month or other similar basis so the student is not living with one parent or guardian for a majority of the school year and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the present domicile of the parent or

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guardian with whom the student resided on the last school day prior to October 16 preceding the application date.

(a) When a student resided with both parents or guardians, or with neither parent or guardian, on the last school day prior to the preceding October 16, the student's domicile is the domicile of the parent or guardian with whom the parents or guardians indicate the student will be residing on the last school day prior to the ensuing October 16. When the parents or guardians do not designate or cannot agree upon the student's likely residence as of that date, or if on that date the student is not residing with the parent or guardian previously indicated, the student shall attend school in the school district of domicile of the parent or guardian with whom the student actually lives as of the last school day prior to October 16.

(b) When the domicile of the student with disabilities as defined in N.J.A.C. 6A:14 cannot be determined pursuant to N.J.A.C. 6A:22-3.1, nothing shall preclude an equitable determination of shared responsibility for the cost of such student's out-of-district placement.

(3) When a student is living with a person other than a parent or guardian, nothing in N.J.A.C. 6A:22-3.1 is intended to limit the student's right to attend school in the parent or guardian's school district of domicile pursuant to the provisions of N.J.A.C. 6A:22.

(4) No school district shall be required to provide transportation for a student residing outside the school district for all or part of the school year unless transportation is based upon the home of the parent or guardian domiciled within the school district or otherwise required by law.

b. A student is domiciled in the school district when he or she has reached the age of eighteen or is emancipated from the care and custody of a parent or guardian and has established a domicile within the school district.

c. A student is domiciled in the school district when the student has come from outside the State and is living with a person domiciled in the school district who will be applying for guardianship of the student upon expiration of the six-month "waiting period" of State residency required pursuant to N.J.S.A. 2A:34-54 ("home state" definition) and 2A:34-65.a(1). However, a student may later be subject to removal proceedings if application for guardianship is not made within a reasonable period of time following expiration of the mandatory waiting period or if guardianship is applied for and denied.

d. A student is domiciled in the school district when his or her parent or guardian resides within the school district on an all-year-round basis for one year or more, notwithstanding the existence of a domicile elsewhere.

e. A student is domiciled in the school district if the Department of Children and Families is acting as the student's guardian and has placed the student in the school district.

2. When a student's dwelling is located within two or more school districts, or bears a mailing address that does not reflect the dwelling's physical location within a municipality, the

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school district of domicile for school attendance purposes shall be the municipality to which the majority of the dwelling's property tax is paid, or to which the majority of the dwelling's or unit's property tax is paid.

a. When property tax is paid in equal amounts to two or more municipalities, and there is no established assignment for students residing in the affected dwellings, the school district of domicile for school attendance purposes shall be determined through assessment of individual proofs as provided pursuant to N.J.A.C. 6A:22-3.4.

b. This provision shall not preclude the attendance of currently enrolled students who were permitted to attend the school district prior to December 17, 2001.

c. When a student's parent or guardian elects to exercise such entitlement, nothing in N.J.A.C. 6A:22-3.1 shall exclude a student's right to attend the school district of domicile although the student is qualified to attend a different school district pursuant to N.J.S.A. 18A:38-1.b or the temporary residency (less than one year) provision of N.J.S.A. 18A:38-1.d.

3. Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other section of law to the contrary, a child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed forces of the United States who is ordered into active military service in any of the armed forces of the United States in a time of war or national emergency, shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. The school district shall not be responsible for providing transportation for the child if the child lives outside of the district. Following the return of the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A:38-3.1 shall cease at the end of the current school year unless the child is domiciled in the school district.

C. Eligibility to Attend School – Other Students Eligible to Attend School

1. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b if that student is kept in the home of a person other than the student's parent or guardian, and the person is domiciled in the school district and is supporting the student without remuneration as if the student were his or her own child.

a. A student is not eligible to attend this school district pursuant to this provision unless:

(1) The student's parent or guardian has filed, together with documentation to support its validity, a sworn statement that he or she is not capable of supporting or providing care for the student due to family or economic hardship and that the student is not residing with the other person solely for the purpose of receiving a free public education; and

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(2) The person keeping the student has filed, if so required by the Board of Education:

(a) A sworn statement that he or she is domiciled within the school district, is supporting the child without remuneration and intends to do so for a longer time than the school term, and will assume all personal obligations for the student pertaining to school requirements; and

(b) A copy of his or her lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner.

b. A student shall not be deemed ineligible under this provision because required sworn statement(s) cannot be obtained when evidence is presented that the underlying requirements of the law are being met, notwithstanding the inability of the resident or student to obtain the sworn statement(s).

c. A student shall not be deemed ineligible under this provision when evidence is presented that the student has no home or possibility of school attendance other than with a school district resident who is not the student's parent or guardian, but is acting as the sole caretaker and supporter of the student.

d. A student shall not be deemed ineligible under this provision solely because a parent or guardian gives occasional gifts or makes limited contributions, financial or otherwise, toward the student's welfare provided the resident keeping the student receives from the parent or guardian no payment or other remuneration for regular maintenance of the student.

e. Pursuant to N.J.S.A. 18A:38-1.c, any person who fraudulently allows a child of another person to use his or her residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of his or her child to a person in another school district commits a disorderly persons offense.

2. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b if the student is kept in the home of a person domiciled in the school district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been ordered into active military service in the United States armed forces in time of war or national emergency.

a. Eligibility under this provision shall cease at the end of the school year during which the parent or guardian returns from active military duty.

3. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.d if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere.

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a. When required by the Board of Education, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of the student attending the school district of temporary residence;

b. When one of a student's parents or guardians temporarily resides in a school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with N.J.A.C. 6A:22-3.1(a)1i. However, no student shall be eligible to attend school based upon a parent or guardian's temporary residence in a school district unless the parent or guardian demonstrates, if required by the Board of Education, the temporary residence is not solely for purposes of a student's attending the school district.

4. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.f if the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2, Education of Homeless Children.

5. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-2 if the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2. As used in this section, "court order" shall not encompass orders of residential custody under which claims of entitlement to attend a school district are governed by provisions of N.J.S.A. 18A:38-1 and the applicable standards set forth in N.J.A.C. 6A:22.

6. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-3.b if the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the school district. A school district admitting a student pursuant to N.J.S.A. 18A:38-3.b shall not be obligated for transportation costs.

7. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend the school district pursuant to N.J.S.A. 18A:38-7.7 et seq. if the student resides on Federal property within the State.

8. In accordance with N.J.S.A. 18A:38-1.1, a student who is not considered homeless under N.J.S.A. 18A:7B-12 and who moves to a new school district during the academic year as a result of a family crisis shall be permitted to remain enrolled in the original school district of residence for the remainder of the school year without the payment of tuition. A student attending an academic program during the summer, who is otherwise eligible except for the timing of the

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move, shall be permitted to remain in the school district for the remainder of the summer program if it is considered an extension of the preceding academic year.

a. For purposes of N.J.A.C. 6A:22-3.2(h) and Policy and Regulation 5111, "family crisis" shall include, but not be limited to:

(1) An instance of abuse such as domestic violence or sexual abuse;

(2) A disruption to the family unit caused by death of a parent or guardian; or

(3) An unplanned displacement from the original residence such as fire, flood, hurricane, or other circumstances that render the residence uninhabitable.

b. Upon notification of the move by the parent or guardian, the original school district of residence shall allow the student to continue attendance and shall provide transportation services to and from the student's new domicile in accordance with N.J.S.A. 18A:39-1. The original school district of residence may request from the parent or guardian and may review supporting documentation about the reason(s) for the move; however, any such review shall not interrupt the student's continued enrollment in the school district and in the current school of attendance with the provision of transportation.

(1) Examples of documentation include, but are not limited to, newspaper articles, insurance claims, police or fire reports, notes from health professionals, custody agreements, or any other legal document.

c. If the parent or guardian or the relevant documentation indicates the child is homeless pursuant to N.J.S.A. 18A:7B-12, the school district liaison shall assume the coordination of enrollment procedures pursuant to N.J.A.C. 6A:17-2.5 and the student shall not be eligible for enrollment under N.J.S.A. 18A:38-1.1.

d. If the original school district of residence determines the situation does not meet the family crisis criteria outlined in 8.a. above, the Superintendent or designee shall notify the parent or guardian in writing. The notification shall inform the parent or guardian of his or her right to appeal the decision within twenty-one calendar days of his or her receipt of the notification, and shall state that if such appeal is denied, he or she may be assessed the costs for transportation provided to the new residence during the period of ineligible attendance. It shall also state whether the parent or guardian is required to withdraw the student by the end of the twenty-one day appeal period in the absence of an appeal.

(1) The parent or guardian may appeal by submitting the request in writing with supporting documentation to the Executive County Superintendent of the county in which the original school district of residence is situated.

(2) Within thirty calendar days of receiving the request and documentation, the Executive County Superintendent shall issue a determination whether the situation meets the family crisis

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criteria set forth at 8.a. above. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1 until the determination is issued.

(3) If the Executive County Superintendent determines the situation does not constitute a family crisis, the school district may submit to the Executive County Superintendent for approval the cost of transportation to the ineligible student's new domicile. The Executive County Superintendent shall certify the transportation costs to be assessed to the parent or guardian for the period of ineligible attendance.

e. When the original school district of residence determines the situation constitutes a family crisis pursuant to N.J.S.A. 18A:38-1.1, the Superintendent or designee shall immediately notify the parent or guardian in writing.

(1) When the original school district of residence anticipates the need to apply for reimbursement of transportation costs, it shall send to the Executive County Superintendent a request and documentation of the family crisis for confirmation the situation meets the criteria set forth at 8.a. above.

(2) Within thirty days of receiving the school district's request and documentation, the Executive County Superintendent shall issue a determination of whether the situation meets the criteria for a family crisis. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1 until the determination is issued, and shall not be reimbursed for additional transportation costs unless the Executive County Superintendent determines the situation is a family crisis or as directed by the Commissioner upon appeal.

f. In providing transportation to students under N.J.S.A. 18A:38-1.1, the Board shall use the most efficient and cost-effective means available and in conformance with all laws governing student transportation.

g. At the conclusion of the fiscal year in which the Executive County Superintendent has determined the situation constitutes a family crisis, the original school district of residence may apply to the Executive County Superintendent for a reimbursement of eligible costs for transportation services.

(1) Eligible costs shall include transportation for students who are required to be transported pursuant to N.J.S.A. 18A:39-1.

(2) The school district shall provide documentation of the transportation costs for the eligible student(s) to the Executive County Superintendent who shall review and forward the information to the Department's Office of School Facilities and Finance for reimbursement payment(s) to the school district.

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(3) Payment to the school district shall be made in the subsequent fiscal year and shall equal the approved cost less the amount of transportation aid received for the student(s).

h. Nothing in N.J.A.C. 6A:22-3.2 shall prevent the Board of Education from allowing a student to enroll without the payment of tuition pursuant to N.J.S.A. 18A:38-3.a.

i. Nothing in N.J.A.C. 6A:22-3.2 shall prevent a parent or school district from appealing the Executive County Superintendent's decision(s) to the Commissioner in accordance with N.J.A.C. 6A:3-1.3. If the Commissioner of Education determines the situation is not a family crisis, his or her decision shall state which of the following shall pay the transportation costs incurred during the appeal process: the State, school district, or parent.

D. Housing and Immigration Status

1. A student's eligibility to attend school shall not be affected by the physical condition of an applicant's housing or his or her compliance with local housing ordinances or terms of lease.

2. Except as set forth in a. below, immigration/visa status shall not affect eligibility to attend school. Any student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, who is domiciled in the school district or otherwise eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 shall be enrolled without regard to, or inquiry concerning, immigration status.

a. However, the provisions of N.J.S.A. 18A:38-1 and N.J.A.C. 6A:22 shall not apply to students who have obtained, or are seeking to obtain, a Certificate of Eligibility for Nonimmigrant Student Status (INS Form I-20) from the school district in order to apply to the INS for issuance of a visa for the purpose of limited study on a tuition basis in a United States public secondary school ("F-1" Visa).

3. F-1 Visa Students

The school district is not required to, but may permit the attendance of F-1 Visa students into the school district only with the payment of full tuition and a signed tuition contract. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. A F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving school district exhibiting the receiving school district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving school district for the academic year. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with documentation as determined by the Superintendent or designee. A student with a F-1 Visa must be approved by the Board for attendance in the school district. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.

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4. J-1 Visa Students

The school district is not required to, but may permit the attendance of J-1 Visa students into the school district. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with documentation as determined by the Superintendent or designee. A student with a J-1 Visa must be approved by the Board for attendance in the school district and shall not pay tuition. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.

E. Nothing in Policy and Regulation 5111 or N.J.A.C. 6A:22-3.2 shall be construed to limit the discretion of the Board to admit nonresident students, or the ability of a nonresident student to attend school with or without payment of tuition, with the consent of the district Board pursuant to N.J.S.A. 18A:38-3.a.

F. Proof of Eligibility

1. The Board of Education shall accept a combination of any of the following or similar forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district:

a. Property tax bills; deeds; contracts of sale; leases; mortgages; signed letters from landlords; and other evidence of property ownership, tenancy, or residency;

b. Voter registrations; licenses; permits; financial account information; utility bills; delivery receipts; and other evidence of personal attachment to a particular location;

c. Court orders; State agency agreements; and other evidence of court or agency placements or directives;

d. Receipts; bills; cancelled checks; insurance claims or payments; and other evidence of expenditures demonstrating personal attachment to a particular location, or to support the student;

e. Medical reports; counselor or social worker assessments; employment documents; unemployment claims; benefit statements; and other evidence of circumstances demonstrating family or economic hardship, or temporary residency;

f. Affidavits, certifications and sworn attestations pertaining to statutory criteria for school attendance, from the parent, guardian, person keeping an "affidavit student," adult student, person(s) with whom a family is living, or others, as appropriate;

g. Documents pertaining to military status and assignment; and

h. Any other business record or document issued by a governmental entity.

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2. The Board of Education may accept forms of documentation not listed above, and shall not exclude from consideration any documentation or information presented by an applicant.

3. The Board of Education shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented.

4. The Board of Education shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or pertaining to criteria that are not a legitimate basis for determining eligibility to attend school. They include, but are not limited to:

a. Income tax returns;

b. Documentation or information relating to citizenship or immigration/visa status, except as set forth in N.J.A.C. 6A:22-3.3(b);

c. Documentation or information relating to compliance with local housing ordinances or conditions of tenancy; and

d. Social security numbers.

5. The Board of Education may consider, in a manner consistent with Federal law, documents or information referenced in 4. above, or pertinent parts thereof if voluntarily disclosed by the applicant. However, the Board of Education may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment.

6. In the case of a dispute between the school district and the parents of a student in regard to a student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission (NJMVC) the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district. The NJMVC shall disclose to a school district the information requested in accordance with procedures established by the NJMVC. However, the school district shall not condition enrollment in the district on immigration status or on the fact that the NJMVC does not have the name or address of the parent on file.

G. Registration Forms and Procedures for Initial Assessment

1. The Board of Education shall use Commissioner-provided registration forms, or locally developed forms that:

a. Are consistent with the forms provided by the Commissioner;

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b. Do not seek information prohibited by N.J.A.C. 6A:22 or any other provision of statute or rule;

c. Summarize, for the applicant's reference, the criteria for attendance set forth in N.J.S.A. 18A:38-1, and specify the nature and form of any sworn statement(s) to be filed;

d. Clearly state the purpose for which the requested information is being sought in relation to the criteria; and

e. Notify applicants that an initial eligibility determination is subject to a more thorough review and evaluation, and that an assessment of tuition is possible if an initially admitted applicant is later found ineligible.

2. The Board of Education shall make available sufficient numbers of registration forms and trained registration staff to ensure prompt eligibility determinations and enrollment. Enrollment applications may be taken by appointment, but appointments shall be promptly scheduled and shall not unduly defer a student's attendance at school.

a. If the school district uses separate forms for affidavit student applications rather than a single form for all types of enrollment, affidavit student forms shall comply in all respects with the provisions of G.1. above. When affidavit student forms are used, the school district shall provide them to any person attempting to register a student of whom he or she is not the parent or guardian, even if not specifically requested.

(1) The Board of Education or its agents shall not demand or suggest that guardianship or custody must be obtained before enrollment will be considered for a student living with a person other than the parent or guardian since such student may qualify as an affidavit student.

(2) The Board of Education or its agents shall not demand or suggest that an applicant seeking to enroll a student of whom the applicant has guardianship or custody produce affidavit student proofs.

b. A district-level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.

3. Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials.

a. Enrollment shall take place immediately when an applicant has provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2.

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b. When a student appears ineligible based on information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the school district's determination and intent to appeal to the Commissioner.

(1) An applicant whose student is enrolled pursuant to this provision shall be notified that the student will be removed without a hearing before the Board if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.

4. When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of this written statement that the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school, designated staff shall report to the school district of actual domicile or residence, or the Department of Children and Families, a potential instance of "neglect" for purposes of ensuring compliance with compulsory education laws, N.J.S.A. 9:6-1. Staff shall provide the school district or the Department of Children and Families with the student's name, the name(s) of the parent/guardian/resident, and the student's address to the extent known. Staff shall also indicate admission to the school district has been denied based on residency or domicile, and there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

5. Enrollment or attendance in the school district shall not be conditioned on advance payment of tuition in whole or part when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information.

6. The Board of Education shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2 - Education of Homeless Children.

7. Enrollment or attendance in the school district shall not be denied based upon absence of a certified copy of the student's birth certificate or other proof of his or her identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.

8. Enrollment in the school district shall not be denied based upon absence of student medical information. However, actual attendance at school may be deferred until the student complies with student immunization rules set forth in N.J.A.C. 8:57-4.

9. When enrollment in the school district, attendance at school, or the receipt of educational services in the regular education program appears inappropriate, the student shall not be denied based upon the absence of a student's prior educational record. However, the applicant shall be

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advised the student's initial educational placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

H. Notice of Ineligibility

1. When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district shall immediately provide notice to the applicant that is consistent with Commissioner-provided sample form(s) and meets the requirements of N.J.A.C. 6A:22-4 et seq.

a. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside.

2. Notices of ineligibility shall include:

a. In cases of denial, a clear description of the specific basis on which the determination of ineligibility was made:

(1) The description shall be sufficient to allow the applicant to understand the basis for the decision and determine whether to appeal; and

(2) The description shall identify the specific subsection of N.J.S.A. 18A:38-1 under which the application was decided.

b. In cases of provisional eligibility, a clear description of the missing documents or information that still must be provided before a final eligibility status can be attained under the applicable provision of N.J.S.A. 18A:38-1;

c. A clear statement of the applicant's right to appeal to the Commissioner of Education within twenty-one days of the notice date, along with an informational document provided by the Commissioner describing how to file an appeal;

d. A clear statement of the student's right to attend school for the twenty-one day period during which an appeal can be made to the Commissioner. It also shall state the student will not be permitted to attend school beyond the twenty-first day following the notice date if missing information is not provided or an appeal is not filed;

e. A clear statement of the student's right to continue attending school while an appeal to the Commissioner is pending;

f. A clear statement that, if an appeal is filed with the Commissioner and the applicant does not sustain the burden of demonstrating the student's right to attend the school district, or the applicant withdraws the appeal, fails to prosecute or abandons the appeal by any means other than settlement, the applicant may be assessed, by order of the Commissioner enforceable in

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Superior Court, tuition for any period of ineligible attendance, including the initial twenty-one day period and the period during which the appeal was pending before the Commissioner;

g. A clear statement of the approximate rate of tuition, pursuant to N.J.A.C. 6A:22-6.3, that an applicant may be assessed for the year at issue if the applicant does not prevail on appeal, or elects not to appeal:

(1) If removal is based on the student's move from the school district, the notice of ineligibility shall also provide information as to whether district Policy permits continued attendance, with or without tuition, for students who move from the school district during the school year.

h. The name of a contact person in the school district who can assist in explaining the notice's contents; and

i. When no appeal is filed, notice that the parent or guardian shall still comply with compulsory education laws. In the absence of a written statement from the parent or guardian that the student will be attending school in another school district or non-public school, or receiving instruction elsewhere than at a school, school district staff shall notify the school district of actual domicile/residence, or the Department of Children and Families, of a potential instance of "neglect" pursuant to N.J.S.A. 9:6-1. For purposes of facilitating enforcement of the State compulsory education requirement (N.J.S.A. 18A:38-25), staff shall provide the student's name, the name(s) of the parent/guardian/resident, address to the extent known, denial of admission based on residency or domicile, and absence of evidence of intent to attend school or receive instruction elsewhere.

I. Removal of Currently Enrolled Students

1. Nothing in N.J.A.C. 6A:22 and this Regulation shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information.

2. When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board of Education for the student's removal.

a. The Superintendent shall issue a preliminary notice of ineligibility meeting the requirements of N.J.A.C. 6A:22-4.2. However, the notice shall also provide for a hearing before the Board of Education prior to a final decision on removal.

3. No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an "affidavit student," has been informed of his or her entitlement to a hearing before the Board of Education.

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4. Once the hearing is held, or if the parent, guardian, adult student, or resident keeping an "affidavit student," does not respond within the designated time frame to the Superintendent's notice or appear for the hearing, the Board of Education shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2.

5. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board of Education or a Board committee, at the discretion of the full Board. If the hearing is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. However, no student shall be removed except by vote of the Board of Education taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

J. Appeal to the Commissioner

1. An applicant may appeal to the Commissioner of Education a school district determination that a student is ineligible to attend its schools. Appeals shall be initiated by petition, which shall be filed in accordance with N.J.S.A. 18A:38-1 and N.J.A.C. 6A:3-8.1 and shall proceed as a contested case pursuant to N.J.A.C. 6A:3.

a. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of "affidavit student" ineligibility determinations shall be filed by the resident keeping the student.

K. Assessment and Calculation of Tuition

1. If no appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an "affidavit" student following notice of an ineligibility determination, the Board of Education may assess tuition for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner.

a. If the responsible party does not pay the tuition assessment, the Board of Education may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.

2. If an appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an "affidavit" student and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition for the period during which the hearing and decision on appeal were pending, and for up to one year of a student's ineligible attendance in a school district prior to the appeal's filing and including the twenty-one day period to file an appeal.

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a. Upon the Commissioner's finding that an appeal has been abandoned, the Board of Education may remove the student from school and seek tuition for up to one year of ineligible attendance pursuant to N.J.A.C. 6A:22-6.1(a) plus the period of ineligible attendance after the appeal was filed. If the record of the appeal includes a calculation reflecting the tuition rate(s) for the year(s) at issue, the per diem tuition rate for the current year and the date on which the student's ineligible attendance began, the Commissioner may order payment of tuition as part of his or her decision. In doing so, the Commissioner shall consider whether the ineligible attendance was due to the school district's error. If the record does not include such a calculation and the Board of Education has filed a counterclaim for tuition, the counterclaim shall proceed to a hearing notwithstanding that the petition has been abandoned.

b. An order of the Commissioner assessing tuition is enforceable through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division, in accordance with N.J.S.A. 2A:58-10.

3. Tuition assessed pursuant to the provisions of N.J.A.C. 6A:22-6 shall be calculated on a per-student basis for the period of a student's ineligible enrollment, up to one year, by applicable grade/program category and consistent with the provisions of N.J.A.C. 6A:23A-17.1. The individual student's record of daily attendance shall not affect the calculation.

4. Nothing in N.J.A.C. 6A:22 shall preclude an equitable determination by the Board of Education or the Commissioner that tuition shall not be assessed for all or part of any period of a student's ineligible attendance in the school district when the particular circumstances of a matter so warrant. In making the determination, the Board of Education or Commissioner shall consider whether the ineligible attendance was due to the school district's error.

Adopted:

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R 5410 PROMOTION AND RETENTION (M)

M

The following rules are promulgated in accordance with the policy of the Board of Education dealing with the promotion and retention of students.

A. Standards for Student Promotion

Elementary and Intermediate Grades (PreK-8) - A student will be promoted to the next succeeding grade level when he/she demonstrates the proficiencies required for movement into the next grade.

High School (9-12) - A student will be promoted to the next grade when he/she has completed, in the current school year, the number of credits required for that grade as indicated in the current High School Student Handbook.

B. Procedures for Student Promotion

1. A written copy of promotion standards will be given to all parent(s) or legal guardian(s) and students at the beginning of each year.

2. Parent(s) or legal guardian(s) and students will be provided a minimum of four reports each year as to a student's progress towards meeting promotion standards.

3. Teachers who determine that a student's progress may not be sufficient to meet promotion standards shall notify the parent(s) or legal guardian(s) of the student and offer consultation with the parents or legal guardians.

4. In grades PreK-8, the parent(s) or legal guardian(s) and where appropriate the student will be notified no later than **8** weeks prior to the end of the year when the possibility of a student not being promoted is determined.

5. A student with fewer than **162** days attendance in grades PreK-8 will not be promoted to the next grade level. In grades 9-12 the attendance policy in effect and published in the High School Handbook will be followed.

6. Extenuating circumstances as determined by the Building Principal can waive the 162-day attendance requirements for grades PreK-8. In the high school, an attendance appeal route is available for students whose attendance is in excess of the regulations specified in the attendance policy.

7. Classroom teachers shall provide input to the Principal who makes the final decision concerning the promotion or retention of each student.

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C. Procedure for Retention or Social Promotion

1. Grades PreK-8 - Classroom teachers must initiate the process by providing to the Building Principal complete forms in accordance with the specified timelines.

2. The Principal will review each case and in consultation with the teacher render a final decision.

3. Parent(s) or legal guardian(s) and adult students may appeal a promotion/retention decision to the Superintendent whose decision is final.

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R 5613 REMOVAL OF STUDENTS FOR ASSAULTS WITH WEAPONS OFFENSES (M)

M

A. Definitions

"School buildings" and "school grounds" means and includes land, portions of land, structures, buildings, and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider and structures that support these buildings, such as school district wastewater treatment facilities, generating facilities, and other central services facilities including, but not limited to, kitchens and maintenance shops. "School buildings" and "school grounds" also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. "School buildings" and "school grounds" also includes other facilities such as playgrounds; and recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

B. Removal of Students for Assaults with Weapons Offenses

1. Pursuant to the provisions of N.J.A.C. 6A:16-5.6, any student, other than a student with a disability, who commits an assault, as defined under N.J.S.A. 2C:12-1(a)1, with a weapon, which includes, but is not limited to, items enumerated in N.J.S.A. 2C:39-1(r), except a firearm as defined by N.J.S.A. 2C:39-1(f) and 18 U.S.C. § 921, upon a teacher, administrator, other school Board employee, Board of Education member, or another student on school grounds, pursuant to N.J.S.A. 18A:37-2.2 through 2.5 shall be immediately removed from the school's general education program for a period not exceeding one calendar year.

2. The Superintendent may modify on a case-by-case basis the removal of a general education student.

3. Nothing in N.J.A.C. 6A:16-5.6 shall be construed to prohibit the expulsion of a general education student.

4. The Board shall immediately remove students with disabilities for assaults with weapons offenses in accordance with N.J.A.C. 6A:14 and applicable Federal regulations.

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C. Procedures – Removal of Students for Assaults with Weapons Offenses

1. The Principal or designee shall:

   a. Remove a student as set forth in B. above;

   b. Isolate the student and place him or her under the supervision of school staff until the student's parent or a law enforcement official takes custody of the student;

   c. Immediately report to the Superintendent the removal of the student;

   d. Notify the appropriate law enforcement agency of a possible violation of the New Jersey Code of Criminal Justice; and

   e. Notify the student's parent of the following information:

      (1) The removal action;

      (2) The law enforcement notification;

      (3) The change of custody, if it occurs; and

      (4) A general education student's due process rights, pursuant to N.J.A.C. 6A:16-7.2 through 7.5 or a student with a disability's due process rights, as set forth in N.J.A.C. 6A:14-2.7 and 2.8 and N.J.A.C. 6A:16-7.2 through 7.5.

2. A student, other than a student with a disability, removed from the general education program pursuant to N.J.A.C. 6A:16-5.6 shall be placed in an alternative education program, according to the requirements of N.J.A.C. 6A:16-9.1 et seq.:

   a. If placement in an alternative education program is not available, the general education student shall be provided home or other out-of-school instruction, according to N.J.A.C. 6A:16-10, until placement is available.

3. A student with a disability removed pursuant to B. above shall receive a placement in accordance with N.J.A.C. 6A:14.

4. A student, other than a student with a disability, removed pursuant to B. above shall be entitled to an informal hearing, pursuant to N.J.A.C. 6A:16-7.2 and 7.3, and a hearing before the Board of Education pursuant to N.J.A.C. 6A:16-7.3.

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5. If it is found that the removed student did not commit the offense(s), the student shall be immediately returned to the program from which he or she was removed.

D. Return to General Education Program

1. The Superintendent shall make the final determination on whether the general education student is prepared to return to the general education program or will remain in an alternative education program or receive home or other out-of-school instruction based on the following criteria:

   a. The nature and severity of the offense;

   b. The Board's removal decision;

   c. The results of relevant testing, assessment, or evaluation of the student; and

   d. The recommendation of the Principal or Director of the alternative education program or home or other out-of-school instruction program in which the student has been placed.

E. Exception

1. The provisions of N.J.A.C. 6A:16-5.6 shall not apply to a student who has obtained the Superintendent's written authorization to lawfully possess a firearm or other weapon while participating in a school-sponsored function.

   a. The Superintendent shall not provide authorization to a student who has been convicted or adjudicated delinquent for possession of a firearm or weapon or for a crime involving the use of a firearm.

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R 6470.01 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

M

A. Definitions – N.J.S.A. 40A:5-2 and N.J.A.C. 5:30-9A.2

For the purpose of Policy and Regulation 6470.01:

"Automated clearing house (ACH) transfer" means an electronic funds transfer initiated by the Board of Education authorizing a banking institution to push funds from the Board of Education bank account(s) into a vendor or claimant's bank account, executed through the ACH electronic clearing and settlement system used for financial transactions.

"Board of Education" means a Board of Education as defined by the "Public School Contracts Law," N.J.S.A. 18A:18A-1 et seq.

"Charge account" or "charge card" means an account, linked to a credit card issued by a specific vendor to which goods and services may be charged on credit, that must be paid when a statement is issued.

"Check" means the instrument by which moneys of the Board of Education are disbursed.

"Chief Financial Officer" means the School Business Administrator/Board Secretary.

"Chief Executive Officer" means the Superintendent of Schools.

"Claimant certification" or "vendor certification" means verification of claims pursuant to N.J.S.A. 18A:19-3.

"Disbursement" means any payment of moneys, including any transfer of funds, by any means.

"Electronic Funds Transfer (EFT)" means any approved method of transferring moneys permitted by N.J.A.C. 5:30-9A.1 et seq. that does not involve the physical presentation of a paper check, draft, or similar paper instrument including, but not limited to, wire transfers, e-checks, automated clearing house (ACH) transfers, and transactions initiated by phone or fax.

"Electronic Data Interchange (EDI)" means technology that provides transaction related details, including invoice number(s), pay dates, and other identifying information as appropriate for each transaction.

"Electronic Funds Transfer and Indemnification Agreement" means a signed legally binding indemnification agreement renewed on an annual basis between a Board of Education and a banking institution authorized to conduct business in New Jersey, which authorizes that institution to access bank accounts for the purpose of conducting EFTs through the ACH operating system.

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"Governing body" means the Board of Education.

"Internal controls" means fiscal and operational controls that ensure safe and proper use of a standard EFT system and mitigate the potential for fraud and abuse. For purpose of N.J.A.C. 5:30-9A.1 et seq., internal controls shall include technological safeguards and cyber security practices, as well as processes affected by the governing boy, management, and other personnel establishing fiscal and operational controls that reduce exposure to risk of misappropriation.

"Local Unit" means any county, municipality, special district, or any public body corporate and politic created or established under any law of this State by or on behalf of any one or more counties or municipalities, or any board, commission, department, or agency of any of the foregoing having custody of funds, but shall not include a school district.

"National Automated Clearing House Association (NACHA) file" means a file, formatted to NACHA specifications, which contains instructions for transferring funds between accounts.

"Payment documentation" means such documentation, including evidence of approvals and certifications, as is required by N.J.S.A. 40A:5-16.b, 40A:5-17, and 18A:19.1 et seq., and N.J.A.C. 5:30-9A.1 et seq. prior to the legal paying out of moneys.

"Procurement card" or "P-card" means an account or physical card that represents an account governed by characteristics specific to a procurement card. These characteristics include limits of time, amount, access, and purchase category controlled by the local unit, local authority, or county college in accordance with an agreement with an issuer. While such cards may have the appearance of a credit card, such as Visa, MasterCard, American Express, or Discover, such general-purpose cards do not feature the controls that procurement cards have and as such are not permitted under N.J.A.C. 5:30-9A.1 et seq. A "Procurement card" or "P-card" may not be used by a Board of Education.

"Reconciliation of activity" means the process used to determine that all transactions utilizing standard EFT technologies are accurate, authorized, and allocable to encumbered appropriations.

"Standard electronic funds transfer technologies" means technologies that facilitate the transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, initiated by means such as, but not limited to, an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account, and incorporate, at a minimum, internal controls set forth in rules promulgated by the Local Finance Board. No general purpose credit or debit card shall be considered a standard EFT technology.

"Supervisory review" means the process performed by an individual in a supervisory capacity to confirm the propriety and accuracy of standard EFT technologies use initiated by subordinates.

"Transaction" means any activity that may result in demand for payment.

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"Warrant" means the draft or check of any Board of Education used in warranting disbursement of moneys and shall, in every instance, be evidenced by the issuance of a check of the Board of Education. In no instance shall it be necessary for the Board of Education to refer to, or issue, a check separate and distinct from the warrant.

B. Authorization to Use Standard Electronic Funds Transfer Technologies for Electronic Funds Transfers – N.J.A.C. 5:30-9A.3

1. The Board of Education adopts Policy and Regulation 6470.01 to permit the School Business Administrator/Board Secretary to use only the forms of standard EFT technologies that are approved for New Jersey Boards of Education for EFTs for payment of claims pursuant to N.J.A.C. 5:30-9A.1 et seq. and 5:31-4.1, implementing N.J.S.A. 40A:5-16.5.

a. A Board of Education may not utilize procurement cards, charge cards, charge accounts, or any payment services such as PayPal or Venmo.

2. N.J.A.C. 5:30-9A.1 et seq. does not authorize a Board of Education to exceed the maximum bid thresholds or other limits set forth in the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq.

3. Providers of ACH and wire transfer services are to be financial institutions chartered by Federal or State authority. ACH and wire transfer services must be provided by a financial institution covered by the Governmental Unit Deposit Protection Act (GUDPA), N.J.S.A. 17:9-41 et seq.

C. Standard Electronic Funds Transfer Technologies; Internal Controls and Conditions for Use – N.J.A.C. 5:30-9A.4

1. The Board of Education will only initiate and approve electronic funds in accordance with N.J.A.C. 5:30-9A.1 et seq. Standard EFT technologies shall incorporate, at minimum, the following features and safeguards:

a. The ability to designate specific individuals able to initiate disbursements, barring those not authorized to initiate disbursements from doing so.

(1) The Board of Education designates and approves the School Business Administrator/Board Secretary to be responsible to initiate a claim for payment using an EFT method that has been duly approved in accordance with N.J.S.A. 18A:19-1 et seq. and Policy and Regulation 6470.01.

(2) Each claim for payment approved or ratified by the Board shall indicate any payment made using an EFT technology, the type of EFT technology that will or has been utilized in paying the claim, along with a reference that permits tracking.

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b. The ability to designate individuals who may authorize disbursement and segregate initiation and authorization functions. Password or other security controls shall be in place to restrict access based on an individual's authorized role.

(1) The School Business Administrator/Board Secretary shall initiate a claim for payment by presenting a claim that has been approved by the Board, to be paid using an EFT technology. The School Business Administrator/Board Secretary shall submit the claim for payment with all supporting documentation to the Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary.

(2) The Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary shall review the claim for payment and authorize, in writing, the EFT claim that was initiated by the School Business Administrator/Board Secretary before the School Business Administrator/Board Secretary pays the claim using an EFT method.

(a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.

(3) The Board of Education shall annually approve the School Business Administrator/Board Secretary as the person responsible to initiate a claim for payment and the Superintendent of Schools or the designee not under the direct supervision of the School Business Administrator/Board Secretary as the person responsible to review a claim for payment presented by the School Business Administrator/Board Secretary and authorize the School Business Administrator/Board Secretary to make the payment using an EFT method.

(4) The Superintendent of Schools or the designee shall ensure passwords and security codes are in place to restrict access based on an individual's role.

c. The ability to confirm receipt of payment by vendor.

(1) The School Business Administrator/Board Secretary shall receive confirmation from the vendor an EFT payment has been received by the vendor. Documentation supporting receipt of an EFT payment received by a vendor shall be included with the claim's supporting documentation.

d. The ability to bar automatic debits from Board of Education accounts.

(1) The School Business Administrator/Board Secretary shall require all banking institutions approved by the Board of Education prohibit any automatic debits from any Board of Education bank account as each individual disbursement to a vendor must be preceded by instructions submitted to the bank.

e. The ability for appropriate officials to view transaction history, generate activity reports, and conduct supervisory reviews of all transactions.

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(1) On no less than a weekly basis, the School Business Administrator/Board Secretary shall prepare an Activity Report on all EFT-based transactions.

(2) All Activity Reports prepared by the School Business Administrator/Board Secretary shall be submitted and reviewed by an employee or non-employee (i.e. school auditor, accountant, Board President, etc.) approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT transactions.

(3) The Activity Report shall include, but not be limited to:

(a) The name of the payee;

(b) The Board approval date approving the payment of the claim;

(c) The fund and account the payment is being paid from;

(d) The technology utilized in each EFT transaction; and

(e) The date of payment.

(4) A copy of all Activity Reports shall be provided to the Board of Education at the first regular monthly Board meeting following any EFT transactions.

(5) All EFT Activity Reports and evidence of the review by the employee or non-employee (i.e. school auditor, accountant, etc.) designated and approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT-based transactions are to be maintained and available for audit by the Board of Education's independent auditor.

(6) The School Business Administrator/Board Secretary or designee shall perform a monthly reconciliation of the reviewed/approved weekly EFT Activity Reports of the EFT transactions appearing on bank statements and in the accounting records (i.e. general ledger, bank reconciliations, list of bills approved by Board, etc.).

(a) Evidence to support the performance of this monthly review must be maintained by the School Business Administrator/Board Secretary and available for audit by the Board of Education's independent auditor.

f. The ability to back-up transaction data and store such data offline.

(1) The School Business Administrator/Board Secretary shall ensure all EFT transaction data is backed-up and stored offline.

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(a) However, any ACH file that is in plain text format must not be stored on a Board of Education's local computer past the time the file is transmitted to the bank.

g. Measures to mitigate risk of duplicate payment.

(1) The School Business Administrator/Board Secretary shall ensure an EFT payment is not duplicated by any other means.

(2) More than one EFT payment to the same vendor ratified or approved for payment by the Board of Education will be reviewed by the School Business Administrator/Board Secretary prior to payment to ensure there is no duplicate or multiple payments for the same goods or services.

h. The creation and maintenance of an audit trail, such that transaction history, including demands for payment and payment initiation, authorization, and confirmation, can be independently tracked and detailed through the use of an EDI or functional equivalent.

(1) The Board of Education's EDI or functional equivalent will have the ability to create and maintain the required audit trail.

i. The following cyber security best practice framework shall be followed:

(1) Any system supporting a standard EFT shall:

(a) Be hosted on dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud. When using cloud services, the vendor shall check provider credentials and contracts;

(b) Encrypt stored and transmitted financial information and personal identification information;

(c) Maintain only critical personal identification information. Social Security numbers shall not be utilized as identification numbers for system purposes;

(d) Employ a resilient password policy;

(e) Undergo regular and stress testing;

(f) Have regular security updates on all software and devices carried out;

(g) Have back-up plans, information disposal, and disaster recovery procedures created and tested;

(h) Undergo regular security risk assessments for detecting compromises, along with regular monitoring for vulnerabilities, with necessary patches and updates being implemented; and

(i) Develop a Cybersecurity Incident Response Plan.

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(2) The managing organization shall:

(a) Check provider credentials and contracts when using cloud services;

(b) Educate staff in good security measures and perform employee background checks; and

(c) Create a computer security incident response team, generally called a CSIRT.

j. Financial institution providers of standard EFT technologies shall provide annual evidence of satisfactory internal control to the School Business Administrator/Board Secretary;

k. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or an equivalent successor banking industry standard. In addition, the following safeguards shall be instituted:

(1) All EFTs through the ACH must utilize EDI technology and be subject to an Electronic Funds Transfer and Indemnification Agreement;

(2) A user that can generate an ACH file shall neither have upload rights nor access that permits editing of a vendor routing number or vendor account number;

(3) Each edit to vendor ACH information shall be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit;

(4) Any ACH file that is in plain text format shall not be stored on a local computer past the time transmitted to a bank; and

(5) If supported by the Board of Education's financial institution(s), said entities shall avail themselves of the ability to recall ACH payments via NACHA file.

2. The Board of Education will only utilize standard EFT technologies upon instituting, at a minimum, the following fiscal and operational controls:

a. Policy and Regulation 6470.01 shall be adopted authorizing and governing the use of standard EFT technologies consistent with N.J.A.C. 5:30-9A.1 et seq.;

b. The School Business Administrator/Board Secretary shall ensure that the minimum internal controls set forth in N.J.A.C. 5:30-9A.1 et seq., along with those internal controls set forth in Policy and Regulation 6470.01 are in place and being adhered to;

c. Initiation and authorization roles shall be segregated, and password-restricted.

(1) The School Business Administrator/Board Secretary shall be responsible for initiating all EFTs.

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(2) When the School Business Administrator/Board Secretary initiates an EFT, the Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary shall be responsible for authorization of the EFT.

(a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.

(3) The Board of Education may designate and approve a backup officer/staff member in the event the School Business Administrator/Board Secretary or Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary who is approved to authorize the EFT payment is unavailable.

(4) All payment of claims, ordinances, or resolutions enacted pursuant to N.J.S.A. 40A:5-17.b shall, at a minimum, comply with the provisions of N.J.A.C. 5:30-9A.4.

(5) N.J.A.C. 5:30-9A.4 shall not be interpreted to prevent a Board of Education from requiring, authorizing, and approving more than one officer to authorize an EFT.

d. No Board of Education shall disburse funds unless the goods and services are certified as having been provided pursuant to N.J.S.A. 18A:19-1 et seq. and N.J.A.C. 5:30-9A.1 et seq.

e. On no less than a weekly basis, Activity Reports on all transactions utilizing standard EFT technologies shall be reviewed by an individual designated and approved by the Board that is not under the direct supervision of the School Business Administrator/Board Secretary and is not empowered to initiate or authorize EFTs.

(1) Reconciliations shall be performed on a monthly basis.

(2) All Activity Reports generated by the School Business Administrator/Board Secretary shall be monitored by another individual designated and approved by the Board who is not under the supervision of the School Business Administrator/Board Secretary.

f. A user that uploads an ACH file shall check the amounts and recipients against a register displaying ACH payments.

D. Claimant Certification; When Payment Can Be Made Without Claimant Certification - N.J.A.C. 5:30-9A.6

1. Claimant certification for a Board of Education shall be in accordance with the provisions of N.J.S.A. 18A:19-3 and rules promulgated by the New Jersey Department of Education.

E. Automated Clearing House (ACH) Transactions

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R 6470.01 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

1. Providers of ACH and wire-transfer services must be financial institutions chartered by a State or Federal agency, with the further requirement that financial institutions providing ACH and wire transfer services be covered under the GUDPA, N.J.S.A. 17:9-41 et seq.

2. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or equivalent successor banking industry standard.

3. EFTs through ACH must utilize EDI technology which provides transaction related details including invoice numbers, pay dates, and other identifying information as appropriate for each transaction.

4. The Board of Education must approve an ACH Origination Agreement with the financial institution(s).

5. Users authorized to generate an ACH file shall neither have upload rights nor access permitting editing of a vendor routing number or vendor account number.

6. Each edit to vendor ACH information must be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit.

7. Any user uploading an ACH file shall check the amounts and recipients against a register displaying ACH payments.

8. If supported by the financial institution, the Board of Education shall avail itself of the ability to recall ACH payments via NACHA file.

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R 7425 LEAD TESTING OF WATER IN SCHOOLS (M)

M

The Board of Education shall assure the availability of potable drinking water through sanitary means in school facilities or upon school grounds and shall test the school drinking water quality in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1 and the Planning and Construction Standards for School Facilities, N.J.A.C. 7:10 and N.J.A.C. 6A:26-6.

The school district shall conduct lead sampling and analysis in all drinking water outlets to which a student or staff member has, or may have, access in each school facility, other facility, or temporary facility in accordance with the provisions of N.J.A.C. 6A:26-12.4.

A. Testing of Drinking Water

1. Schedule

a. Sampling shall be conducted in accordance with a lead sampling plan, which shall include:

(1) A plumbing survey for each facility that identifies how water enters and flows through each facility, the types of plumbing materials used in the facility, such as the service line, piping, solder, fixtures, drinking water outlets where students or staff have or may have access, and point of use treatment, such as drinking water filters;

(2) The names and responsibilities of all individuals involved in sampling; and

(3) The following sampling procedures:

(a) Samples shall be taken after water has sat undisturbed in the school pipes for at least eight hours, but no more than forty-eight hours before the sample is taken.

(i) 24-hour school facilities shall collect first-draw samples at drinking water outlets following a stagnation time that would likely result in the longest standing time;

(b) At least eight hours prior to sampling, signs shall be posted to indicate that water shall not be used and access to the

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buildings subject to the sampling shall be restricted to all but authorized staff members;

(c) Existing aerators, screens, and filters shall not be replaced or removed prior to or during sampling; and

(d) All samples shall be collected in pre-cleaned high-density polyethylene (HDPE) 250 milliliter (mL) wide-mouth single-use rigid sample containers that are properly labeled.

2. Analysis of Samples

a. Analysis of samples shall be conducted as follows:

(1) Analysis shall be conducted by a certified laboratory to analyze for lead in drinking water;

(2) The laboratory shall use an approved analytical method pursuant to the Federal Safe Drinking Water Act at 40 CFR 141.23(k)(1); and

(3) Sample analysis shall be conducted in accordance with a Quality Assurance Project Plan (QAPP), which shall be signed by the Board, the certified laboratory, and the individual responsible for conducting the sampling. The QAPP shall include the identification of analytical methods, chain of custody procedures, data validation and reporting processes, detection limits, reporting to three significant figures, field blanks, and quality control measures required by the certified method.

b. The Superintendent or designee may utilize a technical guidance manual, which will be developed by the New Jersey Department of Education (NJDOE), in consultation with the Department of Environmental Protection (DEP), to assist in the school district's compliance with the sampling and analysis requirements of this Regulation.

3. Designated Statewide Required Testing

a. Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets as provided in A.2.a. above in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year:

(1) By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets.

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Sampling shall be prioritized, such that buildings and facilities that previously had outlets with results above the action level or identified in the plumbing profile as high risk for lead shall be sampled first in accordance with the sampling plan; and

(2) The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet.

b. If the Board tests drinking water outlets for lead more frequently than the three-year cycle set forth in A.3.a. above, the notification requirements set forth in B.2.b. below shall apply.

(1) If drinking water outlets are tested more frequently in accordance with A.3.b. above, the Board shall make the most recent results for each facility available on the Board's website.

4. Statement of Assurance

a. The Board shall submit to the NJDOE by June 30 each year a statement of assurance that lead testing was completed, that notifications where provided, and that alternate drinking water continues to be made available in accordance with N.J.A.C. 6A:26-12.4.

5. Exception from Testing Requirements

a. The Board may request an exemption from the testing requirements set forth in A.2. above if they can demonstrate that they do not use any drinking water outlets for consumption or food preparation in any of their facilities.

b. The Board shall submit an application to the NJDOE documenting that no drinking water outlets are used in their facilities and the provisions for an alternative source of drinking water.

c. If the school district receives an exemption from the NJDOE from testing, the Board shall make available for public inspection at the school facility and on the Board's website, if applicable, confirmation that the school district is exempt from testing.

d. No later than June 30 of each Statewide required testing school year set forth in A.3. above, the Board shall either begin testing procedures in accordance with section A.3.a. above or reapply for an exemption under section A.5.

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B. Water Testing – Laboratory Results

1. The Superintendent or designee shall complete a review of final laboratory results within seventy-two hours of receipt.

2. Within twenty-four hours after the Superintendent or designee has reviewed the final laboratory results, the Superintendent or designee shall:

   a. Make the test results of all water samples publicly available at the school facility in accordance with section B.3. below and make the results from the most recent required Statewide testing available on the Board's website; and

   b. If any results exceed the permissible lead action level, provide written notification to the parents of all students attending the facility, facility staff, and the Department of Education. This written notification shall be posted on the Board's website and shall include a description of the following:

      (1) Measures taken by the Board or its designee, to immediately end use of each drinking water outlet where water quality exceeds the permissible lead action level;

      (2) Any additional remedial actions taken or planned by the Board;

      (3) The measures taken to ensure that alternate drinking water has been made available to all students and staff members at the school(s) where the water outlet(s) is located; and

      (4) Information regarding the health effects of lead.

3. Test results of all water samples shall remain publicly available in accordance with the timeline established by the Department of the Treasury in the Records Retention Schedule.

C. Reimbursement

1. The Board shall be eligible to be reimbursed for the water supply testing and analysis conducted pursuant to section A.3. above after July 1, 2021, as approved by the NJDOE and subject to available funds.

2. To be eligible to receive reimbursement, the Board shall complete and submit to the NJDOE a reimbursement application on a form, or in a format, supplied by the NJDOE.

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a. The NJDOE will make the reimbursement application available on its website.

3. If the school district conducts additional testing in a year other than the Statewide required testing school year as set forth in A.3. above, the district shall not be eligible for reimbursement.

D. Failure to Comply

1. Failure to comply with any requirement of N.J.A.C. 6A:26-12.4 and Policy and Regulation 7425 may result in any of the following:

a. Board's disqualification for reimbursement pursuant to C. above;

b. The NJDOE's initiation of an investigation by the Office of Fiscal Accountability and Compliance; and

c. The Commissioner's withholding of State aid pursuant to N.J.A.C. 6A:2-1.2.

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R 8420 EMERGENCY AND NON-FIRE EVACUATION PLAN (M)

M

The need for orderly and safe evacuation during certain situations is critical to the safety of the occupants of a school building. If such a threat is deemed immediate, credible, and reasonable, the Principal or designee may order a non-fire building evacuation. In the event the Principal or designee believes a threat does not exist or immediate evacuation is not required, the Principal or designee shall review the situation with the Superintendent of Schools, who may consult with local law enforcement officials to review the threat risk.

A. Procedures in the Event it is Determined a Non-Fire Evacuation is Warranted

1. The Principal or designee will immediately order a non-fire evacuation of the school building. The notification process may be the school's fire alarm system, a notice over the school's public address system, or any other method deemed appropriate by the Principal or designee to inform building occupants to evacuate the school building. The evacuation may be an entire or partial building evacuation depending on the circumstances.

2. The Principal or designee will:

a. Immediately call local law enforcement officials;

b. Immediately call the Superintendent of Schools;

c. Ensure any school buses enroute to the school or other vehicles entering the school grounds are redirected to a designated alternative location pending further instructions from law enforcement officials;

d. Notify and maintain contact with the Superintendent of Schools regarding the communication to be released to parents, community and media; and

e. Allow local enforcement officials to control the scene upon their arrival.

3. School staff members, upon receiving notice the school needs to be evacuated, will:

a. Direct students to gather personal belongings in the classroom or within their immediate area;

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b. Instruct students not to use any electronic communication device until instructed otherwise;

c. Close the windows and doors of their vacated rooms and turn off any light or electrical switch;

d. Take the student roster and the day's attendance;

e. Lead their class or the students under their supervision upon receiving the evacuation notice to the evacuation area;

f. Take attendance when arriving at the evacuation area and report any additional students or missing students to the Principal or designee;

g. Not allow any student to re-enter the building, leave the evacuation area, or be dismissed from school unless authorized by the Principal or designee or law enforcement officials; and

h. Not speak to the media or permit media to interview any student.

B. Procedures After it is Determined the School Building Can be Reoccupied

1. The Principal or designee, upon a determination by school and law enforcement officials that the threat or risk is concluded, will direct the reoccupation of the building.

2. If it is determined the building is not safe to re-enter, the Principal or designee will notify school officials of the situation at the evacuation assembly locations. If it is determined students will be released for the day, the Principal or designee, in consultation with the Superintendent of Schools, will coordinate student dismissal procedures from the evacuation assembly areas and family notification and reunification protocols.

3. The school district will provide school district staff and other school district crisis response team members to provide counseling and support as needed.

Critical Incident Response Procedures for School Administrators, Faculty and Staff – The New Jersey Office of Homeland Security and Preparedness and the New Jersey Department of Education - 2010

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~~An emergency evacuation plan will be prepared for each school building and facility m accordance with the following rules:~~

~~1. Each building Principal and facility supervisor will prepare a detailed plan for the quick evacuation of pupils and staff members in the event of an emergency. The plan will include, as a minimum:~~

~~a. A map or diagram of the school building, including:~~

~~(l) All offices, classrooms, workshops, labs, gyms, auditoriums, storage places, public rooms, hallways, restrooms, faculty lounges, and the like;~~

~~(2) All entrances and exits to the building;~~

~~(3) The exit routes to be followed by pupils and staff members from every location in the building, including alternative routes to be used in the event that an exit is blocked.~~

~~(4) The locations of emergency equipment, such as fire extinguishers; and~~

~~(5) The location of fire alarms, main electrical switches, main gas and water valves, and any other utility device.~~

~~b. A building procedure for the conduct of fire drills;~~

~~c. Procedures for the safe evacuation of large assemblies of people in such locations as the auditorium and gymnasium;~~

~~d. The identification and telephone numbers of the fire and police departments;~~

~~e. A parent call chain by which parent(s) or legal guardian(s) can be quickly notified of the evacuation of pupils; and~~

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~~f. A location near the school in which evacuated pupils may be kept until they can be removed to their homes and the provisions that will be made for pupils who are. kept there.~~

~~2. The evacuation plan will be reviewed and updated annually.~~

~~3. A copy of the evacuation plan will be filed with the Superintendent.~~

~~4. The evacuation diagram of each building will be prominently displayed in appropriate locations in the building. The regular and alternate evacuation routes appropriate to that room will be prominently displayed in each room in the school.~~

~~5. Each staff member assigned to the building is responsible for knowing the evacuation plan. In particular, each teaching staff member must understand the evacuation route to be taken by the pupils assigned to him/her and be prepared to effectuate the plan immediately and under any circumstances.~~

Adopted: 4 November 2003

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R 8462 REPORTING POTENTIALLY MISSING OR ABUSED CHILDREN (M)

~~CHILD ABUSE AND/OR NEGLECT~~

~~A. Definition~~

~~"Child abuse" means the infliction of harm, physical, mental, or emotional, on a child under the age of eighteen by a person who has control over the child, even temporarily,~~ and **208]**

M

A. Definitions

1. ~~an opportunity to repeat the abusive acts. Neglect includes negligence and the failure to respond to a child's basic needs as well as deliberate, willfully abusive acts. N.J.S.A. ISA:36-24 and 18A:36-25.~~ An "abused ~~and/or neglected~~ child" as defined in ~~accordance with~~ N.J.S.A. 9:6-8.9, is a child under the age of eighteen years whose parent,~~(s) or legal~~ guardian,~~(s),~~ or other person having his/her custody **and**~~or~~ control:

a.

~~1.~~ Inflicts or allows to be inflicted upon such child physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ;

b

~~2.~~ Creates or allows to be created a substantial or ongoing risk of physical injury to **such**~~the~~ child by other than accidental means which would be likely to cause death or serious protracted disfigurement, or protracted loss or impairment of the function of any bodily organ;~~ or~~

c

~~3.~~ Commits or allows to be committed an act of sexual abuse against the child;

d

4. Or a child whose physical, mental, or emotional condition has been impaired or is in imminent danger of becoming impaired as the result of the failure of his/**her** parent,~~/legal~~ guardian, or ~~such~~ other

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person having his/**her** custody and control, to exercise a minimum degree of care**:** (1) in supplying the child with adequate food, clothing, shelter, education, medical**,** or surgical care though financially able to do so or though offered financial or other reasonable means to do so**;** or (2) in providing the child the proper supervision or guardianship, by unreasonably inflicting or allowing to be inflicted harm, or substantial risk thereof, including the infliction of excessive corporal punishment or using excessive physical restraint under circumstances which do not indicate that the **child's** ~~child's~~ behavior is harmful to himself/**herself**, others or property**,** ~~;~~ or by any other act of similarly serious nature requiring the aid of the court;

e

~~5.~~ Or a child who has been willfully abandoned by his/**her** parent**,** ~~/legal~~ guardian, or ~~such~~ other person having his/her custody and control**; or**~~.~~

f. Or a child who is in an institution as defined under N.J.S.A. 9:6-8.21 and: (1) has been so placed inappropriately for a continued period of time with the knowledge that the placement has resulted and may continue to result in harm to the child's mental or physical well-being; or (2) has been willfully isolated from ordinary social contact under circumstances which indicate emotional or social deprivation.

A child shall not be considered abused under N.J.S.A. 9:6-8.9 if the acts or omissions described therein occur in a day school as defined in N.J.S.A. 9:6-8.21.

2. An "intern" means a post-secondary student or graduate student in a professional field gaining supervised practical experience.

B. Indications of Child Abuse and/or Neglect

1.

~~1. All school district compensated and uncompensated (volunteer) personnel, including teaching staff members, support staff members, and unpaid volunteers, are charged by law with the responsibility for reporting suspected cases of child abuse and/or neglect.~~ The suspicion of child abuse and/or neglect may be based on the complaints of the child or on the direct observations of the employee**, volunteer, or intern.** ~~.~~ A person should suspect child abuse and/or neglect when certain conditions appear to be present. The conditions may be, but are not limited to, whenever:

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a. There is evidence of physical injury to a **student**~~pupil~~ not likely to have been caused by an accident, regardless of the **student's**~~pupil's~~ explanation of the injury;

b. A **student**~~pupil~~ complains of having been injured or having been sexually molested, with or without external signs of physical injury;

c. A **student**~~pupil~~ appears to be malnourished;

d. A **student's**~~pupil's~~ general condition indicates a persistent want of care, such as clothing inadequate for the weather, inadequate hygiene, lack of sleep, decayed and broken teeth, and the like;

e. A **student**~~pupil~~ complains of or indicates by other means that he/she has been subjected to threats or emotional abuse;

f. A **student**~~pupil~~ is excessively apprehensive, fearful, withdrawn, or aggressive;

g. A student is afraid to go home after school or arrives to school unreasonably early;

h.

~~g.~~ A parent or the caretaker of a child admits having abused the child~~;~~**;**

i.

~~h.~~ The removal from school by the parent~~(s) or legal~~ guardian~~(s),~~ or other person having custody and control of the child that may be an indicator of additional grievous abuses; or

j.

~~i.~~ School district personnel have any other **reason**~~reasonable cause~~ to believe that a child has been subject to child abuse and/or neglect**, to include but not be limited to, physical** ~~or acts of child~~ abuse**, sexual** ~~and/or neglect.~~

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~~2. The employee should not wait to assemble corroborating evidence of child~~ abuse**, neglect, educational abuse, and educational** ~~and/or~~ neglect. ~~The observations and/or complaints of the pupil that gave rise to the reasonable belief that child abuse and/or neglect may have occurred are sufficient to warrant reporting the incident or incidents to the Division of Youth and Family Services (DYFS) for investigation and remediation by that agency.~~

C. Notification Requirements for School District Employees, Volunteers, or Interns

1. Employees, volunteers, or interns working in the school district shall immediately notify designated child welfare authorities of incidents of alleged missing, abused, or neglected children.

a. The

~~C. Reporting Child Abuse and/or Neglect~~

~~1. Whenever an employee has reason to believe that a pupil of this district has been subjected to child abuse and/or neglect or acts of child abuse and/or neglect, regardless of the identity of the suspected abuser, the employee shall immediately report that information to DYFS by telephone call to the Union County office of the agency. In the event the report is made after working hours, on a weekend, or on a holiday, the employee shall call the DYFS Hotline at 800-792-8610. Whenever referring a case to DYFS, the school referrer shall provide, whenever possible, the following information:~~

~~a. The child's name, age, grade, and gender;~~

~~b. The name and address of the child's parent(s) or legal guardian(s) or other~~ person having **reason to believe that a child may be missing or may have been abused or neglected may** ~~custody and control (such as a foster parent);~~

~~c. A description of the child's condition, including any available information concerning current or previous injuries, abuse, or maltreatment and including evidence of previous injuries;~~

~~d. The nature and extent of the child's injuries, abuse, or maltreatment; and~~

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~~e. Any other pertinent information that the employee believes may be relevant with respect to the child abuse and/or neglect and to the identity of the alleged perpetrator.~~

~~2. The person who has reported a case of possible child abuse and/or neglect to DYFS shall promptly so~~ inform the Principal **or other designated school official(s) prior to notifying designated child welfare authorities if the action will not delay**~~of the school in which the child is enrolled, unless the employee has reason to believe that such disclosure to the Principal would be likely to:~~

~~a. Endanger the employee or the child;~~

~~b. Result in retaliation against the child; or~~

~~c. Result in discrimination against the referrer with respect to his/her employment. (N.JA.C. 6A:16-10.2(a)l.)~~

~~3. A pupil whose injuries or physical condition require~~ immediate **notification**~~medical attention shall be reported promptly to the school nurse, in accordance with Policy No. 8441~~.

b

~~D. Cooperation with DYFS~~

~~1.~~ The **person notifying designated** ~~Board of Education and all district personnel will fully cooperate with agents of DYFS in an investigation of~~ child **welfare authorities shall inform**~~abuse and/or neglect that has occurred at any time outside or within~~ the **Principal or other designated school official(s)**~~confines~~ of the **notification, if such had not occurred prior to the notification.**

(1) Notice to the Principal or other designated~~school or during~~ school **official(s) need not be given when the person believes the notice would likely endanger the reporter or student involved or when the person believes the disclosure would likely result in**

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retaliation against the student or in discrimination against the reporter with respect to his or her employment.

2. Reports of incidents of alleged missing, abused, or neglected children shall be reported to the New Jersey State Central Registry (SCR) at 1-877 NJ ABUSE or to any other telephone number designated by the appropriate child welfare authorities. If the child is in immediate danger a call shall be placed to 911 as well as to the SCR.

D. School District's Notification to Law Enforcement

1. The Principal or other designated school official(s) upon being notified by a person having reason to believe that a child may be missing or may have been abused or neglected, must notify appropriate law enforcement authorities of incidents of potentially missing, abused, or neglected child situations.

a. Notification procedures to child welfare authorities and law enforcement authorities regarding alleged incidents of missing, abused, or neglected children shall be consistent with the Memorandum of Agreement between education and law enforcement authorities pursuant to ~~-related functions. (~~N.J.A.C. 6A:16-~~6~~10.2(**b)13.** ~~a)4.i.)~~

b. Notification to appropriate law enforcement authorities shall be made for all reports by employees, volunteers, or interns working in the school district.

(1) The notification to appropriate law enforcement authorities on behalf of a student attending a receiving school shall be made to the law enforcement authorities identified in the receiving school's Memorandum of Agreement as required by N.J.A.C. 6A:16-6.2(b)13.

2. Confirmation by another person is not required for a school district employee, volunteer, or intern to report the suspected missing, abused, or neglected child situation.

E. School District Cooperation with Designated Law Enforcement Authorities

1. The school district

~~2. The DYFS investigator~~ will **cooperate with designated child welfare and law enforcement authorities in all investigations of potentially missing, abused, or neglected children.**

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a. Accommodations shall be made permitting the child welfare and law enforcement investigators~~be permitted~~ to interview the **student**~~child~~ in the presence of the Principal or **other**~~a person~~ designated **school official(s).**

(1) ~~by the Principal.~~ If the **student**~~child~~ is intimidated by the **presence of the school representative, the student shall be requested to name an employee, volunteer, or intern working in the school district**~~Principal or his/her designee, the child may be accompanied during the interview by a staff member~~ whom he **or** ~~/~~she feels will be supportive, **and who will be allowed to accompany the student during the interview.**~~. The accompanying staff member will give comfort to the child but will not participate in the investigation. (N.J.A.C. 6A:16-10.2(a)7.i.)~~

b. District administrative and/or supervisory staff members will assist designated child welfare and law enforcement authorities

~~3. School administrators will cooperate with DYFS~~ in scheduling interviews with **any employee, volunteer, or intern working in the school district**~~school personnel~~ who may have information relevant to the investigation.~~(N.J.A.C. 6A:16-10.2(a)7.ii.)~~

c. In accordance with N.J.A.C. 6A:16-11.1(a)5.iii., the district will

~~4. The custodian of school records shall~~ release~~, in accordance with N.J.S.A. 18A:36-19 and N.J.A.C. 6:3-6,~~ all ~~pupil~~ records of the **student who is the subject of the**~~child(ren) under~~ investigation that are deemed to be relevant to the assessment or treatment of **a potentially missing, abused, or neglected child pursuant to N.J.S.A. 18A:36-19, N.J.S.A. 9:8-8.40 and allowable under the Family Education Rights and Privacy Act (FERPA), 34 CFR Part 99.**~~child abuse and/or neglect~~

d. In accordance with N.J.A.C. 6A:16-11.1(a)5.iv., the district will ensure the maintenance, security

~~5. The Board of Education shall maintain, secure~~, and release **of** all confidential information about **potential missing, abused, or neglected child situations is**~~child abuse and/or neglect cases~~ in accordance with N.J.S.A. 18A:36-19, N.J.**S.**A.~~C.~~ 9:~~6-8~~**-8.40.**~~l0a~~, and N.J.A.C. **6A:32-7**~~6:3-6.6~~.

(1) All information

~~a. Information~~ regarding **allegations of potentially missing, abused,** ~~child abuse and/~~or **neglected children**~~neglect~~ reported to **authorities**~~, investigated and reported upon by DYFS~~ about **an**~~a school~~ employee,

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volunteer, or intern working in the school district shall be considered confidential and may be disclosed only as required in order to cooperate **in**~~with DYFS~~ investigations **pursuant to N.J.A.C. 6A:16-11.1(a)2. and 3.** or by **virtue of a Court Order.** ~~court order.~~

~~b.~~**a.** Records pertaining to such information shall be maintained in a secure location separate from other employee personnel records and accessible only to the **Superintendent or**~~district chief school administrator or his/her~~ designee.

e. In accordance with N.J.A.C. 6A:16-11.1(a)5.v., the district will release the student to child welfare authorities while school is in session when it is necessary to protect the student or take the student to a service provider.

(1) Such removal shall take place only after the Principal or other designated school official(s) has been provided, either in advance or at the time removal is sought, with appropriate documentation that the child welfare authority has already removed, or has appropriate authority to remove, the student from his or her home, as specified in

~~6. School employees shall regard as confidential all information about a child abuse and/or neglect investigation remediation.~~

~~7. School principals will permit agents ofDYFS to remove pupils from school during the school day when removal is necessary to protect the child or to take the child to a service provider, on presentation of appropriate authorization. (N.J.A.C. 6A:16-10.2(a)7.v.)~~

~~8. School principals will cooperate with DYFS when that agency deems that it is necessary to remove the child from his/her home for proper care and protection and when such removal results in the transfer of the child to a school other than the one in which he/she was emolled. (N.J.A.C. 6A:16-10.2(a)7.vi.)~~

~~9. The Board of Education will provide for a district liaison with DYFS in accordance with N.J.A.C. 6A:16-l0.2(a)5.i. who will facilitate communication and cooperation between the district and DYFS and act as primary contact person between the schools and DYFS with regard to general information sharing and development of mutual training and other cooperative efforts. The district liaison will assist the Board and administration in developing employee orientation programs and annual in-service programs to all school staff concerning child abuse and/or neglect. The district liaison will receive DYFS findings at each stage of the investigation and will recommend to the Superintendent such action that may be necessary and appropriate.~~

~~The Board of Education will provide due process rights to school personnel who have been reassigned or suspended in accordance with N.J.S.A. 18A:6-10 et seq., 18A:25-l, l SA:25-6, and~~ N.J.S.A. 9:6-**8.27 through 8.30.**

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f. The district will cooperate in the transfer of a student who has been removed from his or her home by designated child welfare authorities for proper care and protection pursuant to N.J.S.A. 9:6-8.28 and 8.29 to another school.

F. Due Process Rights of a School Employee, Volunteer, or Intern Named As a Suspect

1. An employee, volunteer, or intern working in the school district who has been named as a suspect in a notification to child welfare and law enforcement authorities regarding a missing-, abused-, or neglected-child situation shall be entitled to due process rights.

~~10.~~**6. 2.** ~~3-1.~~Temporary reassignment or suspension of ~~school personnel alleged to have committed~~ an **employee, volunteer, or intern working in the school district named as a suspect pursuant to N.J.A.C. 6A:16-11.1(a)2**~~act of child abuse and/or neglect~~ shall occur **only** if there is **reason**~~reasonable cause~~ to believe that the life or ~~the~~ health of the alleged victim or other **student**~~children~~ is in **jeopardy**~~imminent danger~~ due to continued contact between the **employee, volunteer, or intern and the student.**~~school personnel and a child. (NJ.AC. 6A:16-I0.2(a)7.vii.)~~

3. All

~~11.~~

~~The Board of Education will remove from the employee's personnel records all~~ references to a **notification to the designated child welfare authorities of a potential missing-, abused-, or neglected-child situation involving a** ~~report to DYFS and/or official notice from DYFS of child abuse and/or neglect regarding a~~ school district employee, **shall be removed from the employee's personnel records** immediately following the receipt of **an official** notice from **child welfare authorities**~~DYFS~~ that the allegation was unfounded **pursuant to N.J.S.A. 18A:6-7a**~~. Such unfounded report by DYFS shall not be used against the employee for any purpose relating to their employment in accordance with N.JA.C. 6A:16-10.2(a)7.viii~~.

~~E. Employee Protection~~

~~1. School districts shall review all employee personnel files and remove all references to complaints and/or investigations of child abuse and/or neglect by DYFS that have been classified as unfounded or unsubstantiated.~~

~~N.J.A.C. 6A:16-10.2 et seq.~~

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REGULATION GUIDE **BERKELEY HEIGHTS BOARD OF EDUCATION**

OPERATIONS

R 8462 REPORTING POTENTIALLY MISSING OR ABUSED CHILDREN (M)

Adopted: October 14, 2004

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Policies to be Abolished

5512 HAZING

The Building Principal, in conjunction with the Affirmative Action Officer will develop and

The Board of Education prohibits acts of hazing. A safe and civil environment in school is necessary for pupils to learn and achieve high academic standards. Hazing, like other disruptive or violent behaviors, is conduct that disrupts both a pupil's ability to learn and a school's ability to educate its pupils in a safe environment; and since pupils learn by example, school administrators, faculty, staff and volunteers are expected to demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate hazing.

The Board of Education believes hazing activities of any type are inconsistent with the educational process and the Board prohibits all such hazing behavior at any time on school premises, at any school-sponsored function or on any school bus.

"***Hazing***" means the performance of any act or the coercion of another to perform any act of initiation into any class, team, or organization that causes or creates a substantial risk of causing mental or physical harm. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions contained in this policy.

The district prohibits active and passive support for hazing. All staff members, pupils and school volunteers shall be alert to possible behavior, circumstances, or events that might include hazing. A person who detects hazing and/or planned hazing shall immediately inform the pupil(s) involved of the prohibition against this behavior and/or conduct and direct them to immediately cease all such behavior and/or conduct. All such incidents must be reported to the Building Principal.

The Building Principal will report to the Affirmative Action Officer and the Superintendent any incident reported from a staff member, pupil, parent, legal guardian or any other source. The Building Principal will also report information received from anonymous sources; however, any formal disciplinary action will not be taken solely on the basis of an anonymous report.

There will be no reprisals or retaliation against any person(s) making such report of hazing behavior. Any allegations of reprisals or retaliation shall be reported directly to the Building Principal who will investigate such allegations and take appropriate action if the allegations are continued and/or if the person is found to have falsely accused another as means of retaliation or as a means of hazing.

The Building Principal or designee will immediately investigate any report of actual or planned hazing.

If the investigation determines hazing behavior was planned or was present, or that there were incidences of active or passive support for hazing, the administration will take reasonable, age-appropriate and effective corrective action to end the behavior which may include, but is not limited to, counseling, warning, and/or disciplinary action. The administration may need to provide support services to the pupil(s) that was hazed to remedy the past hazing behavior.

Nothing in this Policy prohibits the Affirmative Action Officer from complying with the requirements of the district's Affirmative Action Program as outlined in Policy 1550 and N.J.A.C. 6:4-1.1*et seq*.

The Building Principal, in conjunction with the Affirmative Action Officer will develop and conduct training and information programs for all school staff, pupils, parents and interested community members on the district's Hazing Policy.

Any pupil organization that seeks to organize and perpetuate itself by taking in members based on the decision of the membership of the organization, rather than from the free choice of any pupils who are otherwise qualified to fill the special aims of such organization, is prohibited.

This Policy shall be published in pupil and staff handbooks upon its adoption by the Board. The Board will seek school community input prior to the initial adoption and any revisions to this Policy.

N.J.S.A. 18A:37-1 *et seq.*; 18A:42-5; 18A:42-6

Cross Reference: Policy Guide No. 5841

Adopted: June 19, 2003

Revision:

5512.01 HARASSMENT, INTIMIDATION AND BULLYING

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A. Policy Statement

The Board of Education prohibits acts of harassment, intimidation, or bullying of a student. A safe and civil environment in school is necessary for students to learn and achieve high academic standards. Harassment, intimidation, or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. Harassment, intimidation, or bullying is unwanted, aggressive behavior that may involve a real or perceived power imbalance. Since students learn by example, school administrators, faculty, staff and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation, or bullying.

For the purposes of the Policy, the term "parent," pursuant to N.J.A.C. 6A:16-1.3, means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s), or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency which has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

B. Harassment, Intimidation, and Bullying Definition

"Harassment, intimidation, or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, as defined in N.J.S.A. 18A:37-14, whether it be a single incident or a series of incidents that:

1. Is reasonably perceived as being motivated by either any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic;
2. Takes place on school property, at any school-sponsored function, on a school bus, or off school grounds, as provided for in N.J.S.A. 18A:37-15.3;
3. Substantially disrupts or interferes with the orderly operation of the school or the rights of other students; and that

a. A reasonable person should know, under the circumstances, that the act(s) will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or
b. Has the effect of insulting or demeaning any student or group of students; or
c. Creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

"Electronic communication" means a communication transmitted by means of an electronic device, including but not limited to, a telephone, cellular phone, computer, or pager.

C. Student Expectations

The Board expects students to conduct themselves in keeping with their levels of development, maturity and demonstrated capabilities with proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities and the care of school facilities and equipment consistent with the Code of Student Conduct.

The Board believes that standards for student behavior must be set cooperatively through interaction among the students, parents, school employees, school administrators, school volunteers, and community representatives, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school district and community property on the part of students, staff, and community members.

Students are expected to behave in a way that creates a supportive learning environment. The Board believes the best discipline is self-imposed, and it is the responsibility of staff to use instances of violations of the Code of Student Conduct as

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opportunities to help students learn to assume and accept responsibility for their behavior and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to prevent student conduct problems and foster students' abilities to grow in self-discipline.

The Board expects that students will act in accordance with the student behavioral expectations and standards regarding harassment, intimidation, and bullying, including:

1. Student responsibilities (e.g., requirements for students to conform to reasonable standards of socially accepted behavior; respect the person, property and rights of others; obey constituted authority; and respond to those who hold that authority);
2. Appropriate recognition for positive reinforcement for good conduct, self-discipline, and good citizenship;
3. Student rights; and
4. Sanctions and due process for violations of the Code of Student Conduct.

Pursuant to N.J.S.A. 18A:37-15(a) and N.J.A.C. 6A:16-7.1(a) 1, the district has involved a broad-base of school and community members, including parents, students, instructional staff, student support services staff, school administrators, and school volunteers, as well as community organizations, such as faith-based, health and human service, business and law enforcement, in the development of this Policy. Based on locally determined and accepted core ethical values adopted by the Board, pursuant to N.J.A.C. 6A:16-7.1(a)2, the Board must develop guidelines for student conduct pursuant to N.J.A.C. 6A:16-7.1. These guidelines for student conduct will take into consideration the developmental ages of students, the severity of the offenses and students' histories of inappropriate behaviors, and the mission and physical facilities of the individual school(s) in the district. This Policy requires all students in the district to adhere to the rules established by the school district and to submit to the remedial and consequential measures that are appropriately assigned for infractions of these rules.

Pursuant to N.J.A.C. 6A:16-7.1, the Superintendent must annually provide to students and their parents or guardians the rules of the district regarding student conduct. Provisions shall be made for informing parents or guardians whose primary language is other than English.

The district prohibits active or passive support for acts of harassment, intimidation, or bullying. Students are encouraged to support other students who:

1. Walk away from acts of harassment, intimidation, and bullying when they see them;
2. Constructively attempt to stop acts of harassment, intimidation, or bullying;
3. Provide support to students who have been subjected to harassment, intimidation, or bullying; and
4. Report acts of harassment, intimidation, and bullying to the designated school staff member.

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D. Consequences and Appropriate Remedial Actions

The Board of Education requires its school administrators to implement procedures that ensure both the appropriate consequences and remedial responses for students who commit one or more acts of harassment, intimidation, or bullying, consistent with the Code of Student Conduct, and the consequences and remedial responses for staff members who commit one or more acts of harassment, intimidation, or bullying. The following factors, at a minimum, shall be given full consideration by school administrators in the implementation of appropriate consequences and remedial measures for each act of harassment, intimidation, or bullying by students.

Appropriate remedial action for a student who commits an act of harassment, intimidation, or bullying that takes into account the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performances. The appropriate remedial action may also include a behavioral assessment or evaluation including, but not limited to, a referral to the Child Study Team as appropriate; and supportive interventions and referral services, including those at N.J.A.C. 6A:16-8.

Factors for Determining Consequences

1. Age, developmental and maturity levels of the parties involved and their relationship to the school district;
2. Degrees of harm;
3. Surrounding circumstances;
4. Nature and severity of the behavior(s);
5. Incidences of part or continuing patterns of behavior;
6. Relationships between the parties involved; and
7. Context in which the alleged incidents occurred.

Factors for Determining Remedial Measures

Personal

1. Life skill deficiencies;
2. Social relationships;
3. Strengths;
4. Talents;
5. Traits;
6. Interests;
7. Hobbies;
8. Extra-curricular activities;
9. Classroom participation;
10. Academic performance; and
11. Relationship to students and the school district.

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~~Environmental~~

1. ~~School culture;~~
2. ~~School climate;~~
3. ~~Student-staff relationships and staff behavior toward the student;~~
4. ~~General staff management of classrooms or other educational environments;~~
5. ~~Staff ability to prevent and manage difficult or inflammatory situations;~~
6. ~~Social-emotional and behavioral supports;~~
7. ~~Social relationships;~~
8. ~~Community activities;~~
9. ~~Neighborhood situation; and~~
10. ~~Family situation.~~

~~Consequences and appropriate remedial action for a student or staff member who commits one or more acts of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion of students, as set forth in the Board's approved Code of Student Conduct pursuant to N.J.A.C. 6A:16-7.1. Consequences for a student who commits an act of harassment, intimidation, or bullying are those that are varied and graded according to the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performance, consistent with the Board's approved Code of Student Conduct and N.J.A.C. 6A:16-7, Student Conduct. Remedial measures shall be designed to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the victim of the act, and take corrective action for documented systemic problems related to harassment, intimidation, or bullying. The consequences and remedial measures may include, but are not limited to, the examples listed below:~~

~~Examples of Consequences~~

1. ~~Admonishment;~~
2. ~~Temporary removal from the classroom;~~
3. ~~Deprivation of privileges;~~
4. ~~Classroom or administrative detention;~~
5. ~~Referral to disciplinarian;~~
6. ~~In-school suspension during the school week or the weekend;~~
7. ~~After-school programs;~~
8. ~~Out-of-school suspension (short-term or long-term);~~
9. ~~Reports to law enforcement or other legal action;~~
10. ~~Expulsion; and~~
11. ~~Bans from providing services, participating in school-district-sponsored programs, or being in school buildings or on school grounds.~~

~~Examples of Remedial Measures – Personal~~

1. ~~Age appropriate restitution and restoration;~~

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2. Peer support group;
3. Recommendations of a student behavior or ethics council;
4. Corrective instruction or other relevant learning or service experience;
5. Supportive student interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
6. Behavioral assessment or evaluation, including, but not limited to, a referral to the Child Study Team, as appropriate;
7. Behavioral management plan, with benchmarks that are closely monitored. Ensure the student has a voice in the outcome and can identify ways he or she can solve the problem and change behaviors;
8. Assignment of leadership responsibilities (e.g., hallway or bus monitor);
9. Involvement of school disciplinarian;
10. Student counseling;
11. Parent conferences;
12. Alternative placements (e.g., alternative education programs;
13. Student treatment; or
14. Student therapy.

Examples of Remedial Measures – Environmental (Classroom, School Building or School District)

1. School and community surveys or other strategies for determining the conditions contributing to harassment, intimidation, or bullying;
2. School culture change;
3. School climate improvement;
4. Adoption of research-based, systemic bullying prevention programs;
5. School policy and procedures revisions;
6. Modifications of schedules;
7. Adjustments in hallway traffic;
8. Modifications in student routes or patterns traveling to and from school;
9. Supervision of student before and after school, including school transportation;
10. Targeted use of monitors (e.g., hallway, cafeteria, locker room, playground, school perimeter, bus);
11. Teacher aides;
12. Small or large group presentations for fully addressing the behaviors and the responses to the behaviors;
13. General professional development programs for certificated and non- certificated staff;
14. Professional development plans for involved staff;
15. Disciplinary action for school staff who contributed to the problem;
16. Supportive institutional interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
17. Parent conferences;
18. Family counseling;
19. Involvement of parent-teacher organizations;
20. Involvement of community-based organizations;

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21. Development of a general bullying response plan;
22. Recommendations of a student behavior or ethics council;
23. Peer support groups;
24. Alternative placements (e.g., alternative education programs);
25. School transfers; and
26. Law enforcement (e.g., safe schools resource officer, juvenile officer) involvement or other legal action.

N.J.A.C. 6A:16-7.9(a)2.vi requires appropriate consequences and remedial actions for any staff member who commits an act of harassment, intimidation, or bullying of a student. The consequences may include, but not be limited to, verbal or written reprimand, increment withholding, legal action, disciplinary action, and/or termination. Remedial measures may include, but not be limited to, in or out-of-school counseling, professional development programs, and work environment modifications.

Target/Victim Support

Districts should identify a range of strategies and resources that will be available to individual victims of harassment, intimidation, and bullying, and respond in a manner that provides relief to victims and does not stigmatize victims or further their sense of persecution. The type, diversity, location, and degree of support are directly related to the student's perception of safety.

Sufficient safety measures should be undertaken to ensure the victims' physical and social-emotional well-being and their ability to learn in a safe, supportive, and civil educational environment.

Examples of support for student victims of harassment, intimidation, and bullying include:

1. Teacher aides;
2. Hallway and playground monitors;
3. Partnering with a school leader;
4. Provision of an adult mentor;
5. Assignment of an adult "shadow" to help protect the student;
6. Seating changes;
7. Schedule changes;
8. School transfer;
9. Before- and after-school supervision;
10. School transportation supervision;
11. Counseling; and
12. Treatment or therapy.

E. Harassment, Intimidation, and Bullying Off School Grounds

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This Policy and the Code of Student Conduct shall apply to instances when a school employee is made aware of alleged harassment, intimidation, or bullying occurring off school grounds when:

1. The alleged harassment, intimidation, or bullying has substantially disrupted or interfered with the orderly operation of the school or the rights of other students; and either
2. A reasonable person should know, under the circumstances, that the alleged behavior will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or
3. The alleged behavior has the effect of insulting or demeaning any student or group of students; or
4. The alleged behavior creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

F. Harassment, Intimidation, and Bullying Reporting Procedure

The Board of Education requires the Principal at each school to be responsible for receiving complaints alleging violations of this Policy. All Board members, school employees, and volunteers and contracted service providers who have contact students are required to verbally report alleged violations of this Policy to the Principal or the Principal's designee on the same day when the individual witnessed or received reliable information regarding any such incident. All Board members, school employees, and volunteers and contracted service providers who have contact with students, also shall submit a report in writing to the Principal within two school days of the verbal report. The Principal will inform the parents of all students involved in alleged incidents and, as appropriate, may discuss the availability of counseling and other intervention services. The Principal, upon receiving a verbal or written report, may take interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation.

The Principal, in consultation with the anti-bullying specialist, may make a preliminary determination as to whether a reported incident or complaint regarding students, assuming all facts presented are true, is a report within the scope of N.J.S.A. 18A:37-14. If the Principal's preliminary determination is that the incident or complaint reported is outside the scope of N.J.S.A. 18A:37-14, the individual reporting the incident will be notified and the Principal's determination may be appealed to the Board of Education and thereafter to the Commissioner of Education in accordance with N.J.A.C. 6A:3. The Board's Pupil Grievance Policy 5710 shall govern.

If the Principal determines that the reported incident or complaint is within the scope of N.J.S.A. 18A:37-14, then s/he will inform the parents of all students involved in alleged incidents, and, as appropriate, may discuss the availability of counseling and other intervention services. The Principal, upon receiving a verbal or written report, may take

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~~interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation. The Principal shall take into account the circumstances of the incident when providing notification to parents and guardians of all students involved in the reported harassment, intimidation, or bullying incident and when conveying the nature of the incident, including the actual or perceived protected category motivating the alleged offense.~~

~~Students, parents, and visitors are encouraged to report alleged violations of this Policy to the Principal on the same day when the individual witnessed or received reliable information regarding any such incident. Students, parents, and visitors may report an act of harassment, intimidation, or bullying anonymously. Formal action for violations of the Code of Student Conduct may not be taken solely on the basis of an anonymous report.~~

~~A Board member or school employee who promptly reports an incident of harassment, intimidation, or bullying and who makes this report in compliance with the procedures set forth in the Policy, is immune from a cause of action for damages arising from any failure to remedy the reported incident.~~

~~In accordance with the provision of N.J.S.A. 18A:37-18, the harassment, intimidation, and bullying law does not prevent a victim from seeking redress under any other available law, either civil or criminal, nor does it create or alter any tort liability.~~

~~The district may consider every mechanism available to simplify reporting, including standard reporting forms and/or web-based reporting mechanisms. For anonymous reporting, the district may consider locked boxes located in areas of a school where reports can be submitted without fear of being observed.~~

~~A school administrator who receives a report of harassment, intimidation, and bullying from a district employee, and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action.~~

~~G. Anti-Bullying Coordinator, Anti-Bullying Specialist and School Safety/School Climate Team(s)~~

~~1. The superintendent shall appoint a district Anti-Bullying Coordinator. The Superintendent shall make every effort to appoint an employee of the school district to this position.~~

~~The district Anti-Bullying Coordinator shall:~~

~~a. Be responsible for coordinating and strengthening the school district's policies to prevent, identify, and address harassment, intimidation, or bullying of students;~~

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b. Collaborate with school Anti-Bullying Specialists in the district, the Board of Education, and the Superintendent to prevent, identify, and respond to harassment, intimidation, or bullying of students in the district;
c. Provide data, in collaboration with the Superintendent, to the Department of Education regarding harassment, intimidation, or bullying of students;
d. Execute such other duties related to school harassment, intimidation, or bullying as requested by the Superintendent; and
e. Meet at least twice a school year with the school Anti-Bullying Specialist(s) to discuss and strengthen procedures and policies to prevent, identify, and address harassment, intimidation, and bullying in the district.

2. The Principal in each school shall appoint a school Anti-Bullying Specialist. When a school guidance counselor, school psychologist, or another individual similarly trained is currently employed in the school, the Principal shall appoint that individual to be the school Anti-Bullying Specialist. If no individual meeting this criteria is currently employed in the school, the Principal shall appoint a school Anti-Bullying Specialist from currently employed school personnel.

The school Anti-Bullying Specialist shall:

a. Chair the School Safety/School Climate Team as provided in N.J.S.A. 18A:37-21;
b. Lead the investigation of incidents of harassment, intimidation, or bullying in the school; and

d. Act as the primary school official responsible for preventing, identifying, and addressing incidents of harassment, intimidation, or bullying in the school.

3. A School Safety/School Climate Team shall be formed in each school in the district to develop, foster, and maintain a positive school climate by focusing on the on-going, systemic process and practices in the school, and to address school climate issues such as harassment, intimidation, or bullying. Each School Safety/School Climate Team shall meet at least two times per school year. The School Safety/School Climate Team shall consist of the Principal or the Principal's designee who, if possible, shall be a senior administrator in the school and the following appointees of the Principal: a teacher in the school; a school Anti-Bullying Specialist; a parent of a student in the school; and other members to be determined by the Principal. The school Anti-Bullying Specialist shall serve as the chair of the School Safety/School Climate Team.

The School Safety/School Climate Team shall:

a. Receive any complaints of harassment, intimidation, or bullying of students that have been reported to the Principal;
b. Receive copies of any report prepared after an investigation of an incident of harassment, intimidation, or bullying;

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c. Identify and address patterns of harassment, intimidation, or bullying of students in the school;
d. Review and strengthen school climate and the policies of the school in order to prevent and address harassment, intimidation, or bullying of students;
e. Educate the community, including students, teachers, administrative staff, and parents, to prevent and address harassment, intimidation, or bullying of students;
f. Participate in the training required pursuant to the provisions of N.J.S.A. 18A:37-13 *et seq.* and other training which the Principal or the district Anti-Bullying Coordinator may request;
g. Collaborate with the district Anti-Bullying Coordinator in the collection of district-wide data and in the development of district policies to prevent and address harassment, intimidation, or bullying of students; and
h. Execute such other duties related to harassment, intimidation, or bullying as requested by the Principal or district Anti-Bullying Coordinator.

The members of a School Safety/School Climate Team shall be provided professional development opportunities that address effective practices of successful school climate programs or approaches. Notwithstanding any provision of N.J.S.A. 18A:37-21 to the contrary, a parent who is a member of the School Safety/School Climate Team shall not participate in the activities of the team set forth in 3.a., b., or c. above or any other activities of the team which may compromise the confidentiality of a student.

H. Harassment, Intimidation, and Bullying Investigation

The Board requires a thorough and complete investigation to be conducted for each report of an alleged incident of harassment, intimidation, or bullying. The investigation shall be initiated by the Principal or the Principal's designee within one school day of the verbal report of the incident. The investigation shall be conducted by the school Anti-Bullying Specialist. The Principal may appoint additional personnel who are not school Anti-Bullying Specialists to assist the school Anti-Bullying Specialist in the investigation. Investigations or complaints concerning adult conduct shall not be investigated by a member of the same bargaining unit as the individual who is the subject of the investigation. An investigation concerning a staff member shall not be conducted by a staff member who is supervised by the staff member being investigated or who is an administrator in the district. The Principal or designee, in consultation with the Superintendent or designee, will appoint a staff member to complete these investigations.

The investigation shall be completed and the written findings submitted to the Principal as soon as possible, but not later than ten school days from the date of the written report of the alleged incident of harassment, intimidation, or bullying. Should information regarding the reported incident and the investigation be received after the end of the ten-day period, the school Anti-Bullying Specialist or the Principal shall amend the original report of the results of the investigation to ensure there is an accurate and current record of the facts and activities concerning the reported incident.

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~~The Principal shall proceed in accordance with the Code of Student Conduct, as appropriate, based on the investigation findings. The Principal shall submit the report to the Superintendent within two school days of the completion of the investigation and in accordance with the Administrative Procedures Act (N.J.S.A. 52:14B-1 *et seq.*). As appropriate to the findings from the investigation, the Superintendent shall ensure the Code of Student Conduct has been implemented and provide intervention services, order counseling, establish training programs to reduce harassment, intimidation, or bullying and enhance school climate, or take or recommend other appropriate action, as necessary.~~

~~The Superintendent shall report the results of each investigation to the Board of Education no later than the date of the regularly scheduled Board of Education meeting following the completion of the investigation. The Superintendent's report also shall include information on any consequences imposed under the Code of Student Conduct, intervention services provided, counseling ordered, training established or other action taken or recommended by the Superintendent.~~

~~Parents of the students who are parties to the investigation shall be provided with information about the investigation, in accordance with Federal and State law and regulation. The information to be provided to parents or guardians shall include the nature of the investigation, whether the district found evidence of harassment, intimidation, or bullying, or whether consequences were imposed or services provided to address the incident of harassment, intimidation, or bullying. This information shall be provided in writing within five school days after the results of the investigation are reported to the Board of Education.~~

~~A parent or guardian may request a hearing before the Board of Education after receiving the written information. Any request for such a hearing shall be filed with the Board Secretary no later than sixty calendar days after the written information is provided to the parents. When a request for a hearing is granted, the hearing shall be held within ten school days of the request. The Board of Education shall conduct the hearing in executive session, pursuant to the Open Public Meetings Act (N.J.S.A. 10:4-1 *et seq.*), to protect the confidentiality of the students. At the hearing, the Board may hear testimony from and consider information provided by the school Anti-Bullying Specialist and others, as appropriate, regarding the alleged incident, the findings from the investigation of the alleged incident, recommendations for consequences or services, and any other programs instituted to reduce such incidents, prior to rendering a determination.~~

~~At the regularly scheduled Board of Education meeting following its receipt of the report or following a hearing in executive session, the Board shall issue a decision, in writing, to affirm, reject, or modify the Superintendent's decision.~~

~~The Board's decision may be appealed to the Commissioner of Education, in accordance with N.J.A.C. 6A:3, Controversies and Disputes, no later than ninety days after issuance of the Board of Education's decision.~~

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A parent, student, legal guardian, or organization may file a complaint with the Division on Civil Rights within one hundred eighty days of the occurrence of any incident of harassment, intimidation, or bullying based on membership in a protected group as enumerated in the "Law Against Discrimination," P.L. 1945, c.169 (C.10:5-1 *et seq.*).

I. Range of Responses to an Incident of Harassment, Intimidation, or Bullying

The Board authorizes the Principal of each school, in conjunction with the Anti-Bullying Specialist, to define the range of ways in which school staff will respond once an incident of harassment, intimidation, or bullying is confirmed, and the Superintendent shall respond to confirmed harassment, intimidation, and bullying, according to the parameters described in this Policy. The Board recognizes that some acts of harassment, intimidation, or bullying may be isolated incidents requiring the school officials respond appropriately to the individual(s) committing the acts. Other acts may be so serious or parts of a larger pattern of harassment, intimidation, or bullying that they require a response wither at the classroom, school building or school district level or by law enforcement officials.

Consequences and appropriate remedial actions for a student who commits an act of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-1, Discipline of Students and as set forth in N.J.A.C. 6A:16-7.2, Short-term Suspensions, N.J.A.C. 6A:16-7.3, Long-term Suspensions and N.J.A.C. 6A:16-7.5, Expulsions.

In considering whether a response beyond the individual level is appropriate, school officials shall consider the nature and circumstances of the act, the degree of harm, the nature and severity of the behavior, past incidences or past or continuing patterns of behavior, and the context in which the alleged incident(s) occurred. Institutional (i.e., classroom, school building, school district) responses can range from school and community surveys, to mailings, to focus groups, to adoption of research-based harassment, intimidation or bullying prevention program models, to training for certificated and non-certificated staff, to participation of parents and other community members and organizations, to small or large group presentations for fully addressing the actions and the school's response to the actions, in the context of the acceptable student and staff member behavior and the consequences of such actions, and to the involvement of law enforcement officers, including safe schools resource officers.

For every incident of harassment, intimidation, or bullying, the school officials must respond appropriately to the individual who committed the act. The Board is encouraged to set the parameters for the range of responses to be established by the Principal and for the Superintendent to follow. The range of responses to confirmed harassment, intimidation, or bullying acts should include individual, classroom, school, or district responses, as appropriate to the findings from each incident. Examples of responses that apply to each of these categories are provided below:

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1. Individual responses can include positive behavioral interventions (e.g., peer mentoring, short-term counseling, life skills groups) and punitive actions (e.g., detention, in-school or out-of-school suspension, expulsion, law enforcement report, or other legal action).
2. Classroom responses can include class discussions about an incident or harassment, intimidation or bullying, role plays, research projects, observing and discussing audio-visual materials on these subjects, and skill-building lessons in courtesy, tolerance, assertiveness, and conflict management.
3. School responses can include theme days, learning station programs, parent programs, and information disseminated to students and parents or guardians, such as fact sheets or newsletters explaining acceptable uses of electronic and wireless communication devices or strategies for fostering expected student behavior.
4. District-wide responses can include community involvement in policy review and development, professional development programs, adoption of curricula and school-wide programs, coordination with community-based organizations (e.g., mental health, health services, health facilities, law enforcement officials, faith-based organizations), and disseminating information on the core ethical values adopted by the Board of Education's Code of Student Conduct, per N.J.A.C. 6A:16-7.1(a)2.

The district will identify a range of strategies and resources, which could include, but not be limited to, the following actions for individual victims: counseling; teacher aides, hallway and playground monitors; schedule changes; before and after school supervision; school transportation supervision; school transfers; and therapy.

J. Reprisal or Retaliation Prohibited

The Board prohibits a Board member, school employee, contracted service provider who has contact with students, school volunteer, or student from engaging in reprisal, retaliation, or false accusation against a victim, witness, one with reliable information, or any other person who has reliable information about an act of harassment, intimidation, or bullying or who reports an act of harassment intimidation, or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the administrator after consideration of the nature, severity and circumstances of the act, in accordance with case law, Federal and State statutes and regulations and district policies and procedures.

All suspected acts of reprisal or retaliation will be taken seriously and appropriate responses will be made in accordance with the totality of the circumstances. Examples of consequences and remedial measures are listed in the Consequences and Appropriate Remedial Actions section of this policy.

K. Consequences and Appropriate Remedial Action for False Accusation

ABOLISH - NOW IN P 5512 (M)

The Board prohibits any person from falsely accusing another as a means of harassment, intimidation, or bullying.

1. Students – Consequences and appropriate remedial action for a student found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation may range from positive behavioral interventions p to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-1 *et seq.*, Discipline of Students and as set forth in N.J.A.C. 6A:16-7.2, Short-term Suspensions, N.J.A.C. 6A:16-7, Long-term Suspensions and N.J.A.C. 6A:16-7.5, Expulsions.
2. School Employees – Consequences and appropriate remedial action for a school employee or contracted service provider who has contact with students found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation could entail discipline in accordance with district policies, procedures, and agreements which may include, but not be limited to, reprimand, suspension, increment withholding, or termination.
3. Visitors or Volunteers – Consequences and appropriate remedial action for a visitor or volunteer found to have falsely accused another as a means of harassment, intimidation, or bullying as a means of retaliation could be determined by the school administrator after consideration of the nature, severity, and circumstances of the act, including law enforcement reports or other legal actions, removal of building or grounds privileges, or prohibiting contact with students or the provision of student services.

L. Harassment, Intimidation, and Bullying Policy Publication and Dissemination

This Policy will be disseminated annually by the Superintendent to all school employees, contracted service providers who have contact with students, school volunteers, students, and parents who have children enrolled in a school in the district, along with a statement explaining the Policy applies to all acts of harassment, intimidation, or bullying, pursuant to N.J.S.A. 18A:37-14 that occur on school property, at school-sponsored functions, or on a school bus and, as appropriate, acts that occur off school grounds.

The Superintendent shall ensure that notice of this Policy appears in the student handbook and all other publications of the school district that set forth the comprehensive rules, procedures, and standards for schools within the school district.

The Superintendent shall post a link to the district's Harassment, Intimidation, and Bullying Policy that is prominently displayed on the homepage of the school district's website. The district will notify students and parents this Harassment, Intimidation, and Bullying Policy is available on the school district's website.

The Superintendent shall post the name, school phone number, school address, and school email address of the district Anti-Bullying Coordinator on the home page of the school district's website. Each Principal shall post the name, school phone number,

ABOLISH – NOW (P-5124/M)

address, and school email address of both the Anti-Bullying Specialist and the district Anti-Bullying Coordinator on the home page of each school's website.

M. Harassment, Intimidation, and Bullying Training and Prevention Programs

The Superintendent and Principal(s) shall provide training on the school district's Harassment, Intimidation, and Bullying Policy to school employees, contracted service providers, and volunteers who have significant contact with students. The training shall include instruction on preventing bullying on the basis of the protected categories enumerated in N.J.S.A. 18A:37-14 and other distinguishing characteristics that may incite incidents of discrimination, harassment, intimidation, or bullying. The school district's employee program shall include information regarding the school district's Policy against harassment, intimidation, or bullying, which shall be provided to full-time and part-time staff members, contracted service providers, and school volunteers who have significant contact with students.

Each public school teacher shall be required to complete at least two hours of instruction in harassment, intimidation, and bullying prevention in each professional development period as part of the professional development requirement pursuant to N.J.S.A. 18:37-22.d.

The required two hours of suicide prevention instruction for teaching staff members shall include information on the relationship between the risk of suicide and incidents of harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:6-112.

Board members shall be required to complete a training program on harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:12-33.

The school district shall annually observe a "Week of Respect" beginning with the first Monday in October. In order to recognize the importance of character education, the school district will observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation, and bullying as defined in N.J.S.A. 18A:37-14. Throughout the school year the district will provide ongoing age-appropriate instruction on preventing harassment, intimidation, or bullying, in accordance with the Core Curriculum Content Standards, pursuant to N.J.S.A. 18A:37-29.

The school district will annually establish, implement, document and assess harassment, intimidation, and bullying prevention programs or approaches, and other initiatives in consultation with school staff, students, administrators, volunteers, parents or guardians, law enforcement, and community members in accordance with the provisions of N.J.S.A. 18A:37-17 *et seq.*

N. Harassment, Intimidation, and Bullying Policy Reevaluation, Reassessment and Review

ABOLISH - NOW IN P5512(M)

~~The Superintendent shall develop and implement a process for annually discussing the school district's Harassment, Intimidation, and Bullying Policy with students.~~

~~The Superintendent, Principal(s), and the Anti-Bullying Coordinator, with input from the schools' Anti-Bullying Specialists, shall annually conduct a reevaluation, reassessment, and review of the Harassment, Intimidation, and Bullying Policy, and any report(s) and/or finding(s) of the School Safety/School Climate Team(s). The Superintendent shall recommend to the Board necessary revisions and additions to the Policy consistent with N.J.S.A. 18A:37-15.c., as well as to harassment, intimidation, and bullying prevention programs and approaches based on the findings from the evaluation, reassessment, and review.~~

~~O. Reports to Board of Education and New Jersey Department of Education~~

~~The Superintendent shall report two times each school year at a public hearing all acts of harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:17-46. The information shall also be reported to the New Jersey Department of Education in accordance with N.J.S.A. 18A:17-46. The information reported shall be used to grade each school and each district in accordance with the provisions of N.J.S.A. 18A:17-46. The grade received by a school and the district shall be posted on the homepage of the school's website and the district's website in accordance with the provisions of N.J.S.A. 18A:17-46. A link to the report that was submitted by the Superintendent to the Department of Education shall also be available on the school district's website. This information shall be posted on the websites within ten days receipt of the grade for each school and the district.~~

~~P. Reports to Law Enforcement~~

~~Some acts of harassment, intimidation, and bullying may be bias-related acts and potentially bias crimes and school officials must report to law enforcement officials either serious acts or those which may be part of a larger pattern in accordance with the provisions of the Memorandum of Agreement Between Education and Law Enforcement Officials.~~

~~Q. Collective Bargaining Agreements and Individual Contracts~~

~~Nothing in N.J.S.A. 18A:37-13.1 *et seq.* may be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the Anti-Bullying Bill of Rights Act's effective date (January 5, 2011). N.J.S.A. 18A:37-30.~~

~~R. Students with Disabilities~~

~~Nothing contained in N.J.S.A. 18A:37-13.1 *et seq.* may alter or reduce the rights of a student with a disability with regard to disciplinary actions or to general or special education services and supports. N.J.S.A. 18A:37-32.~~

ABOLISH - NOW IJP 5512 (M)

S. Approved Private Schools for Students with Disabilities (APSSD)

In accordance with the provisions of N.J.A.C. 6A:16-7.7(a).2.ix.(2), the Board of Education shall investigate a complaint or report of harassment, intimidation, or bullying, pursuant to N.J.A.C. 6A:16-7.7(a).2.ix. and Section G. of this Policy, occurring on Board of Education school buses, at Board of Education school- sponsored functions, and off school grounds involving a student who attends an APSSD. The investigation shall be conducted by a Board of Education Anti- Bullying Specialist, in consultation with the APSSD.

The school district shall submit all subsequent amended Harassment, Intimidation, and Bullying Policies to the appropriate Executive County Superintendent of Schools within thirty days of Board adoption.

N.J.S.A. 18A:37-13 through 18A:37-32

N.J.A.C. 6A:16-7.1 *et seq.*; 6A:16-7.9 *et seq.*

Model Policy and Guidance for Prohibiting Harassment, Intimidation, and Bullying on School Property, at School-Sponsored Functions and on School Buses – April 2011

Adopted: June 19, 2003

Revision: February 7, 2008

September 1, 2011

October 11, 2018

March 12, 2020

Berkeley Heights Public School District

ABOLISH - NOW IN P 5512 (M)

Policies for Study And First Reading

0163 QUORUM

A quorum shall consist of five (5) Board members, **where the Board intends to discuss or act upon any area in which the sending-representative is eligible to vote under N.J.S.A. 18A:38-8.1.**[1] **A quorum shall consist of four Board members where the Board intends to discuss or act upon any area in which the sending-representative is ineligible to vote.** ~~constituting a majority of the full Board membership.~~ In the event any Board seat(s) are vacant at the time of a Board meeting due to a resignation or death, a quorum shall consist of a majority of the remaining Board members. No business shall be conducted in the absence of a quorum, except when the Doctrine of Necessity is invoked.

All Board meetings shall be called to commence not later than 8:00 p.m. of ~~In~~ the **designated day but, if**~~event~~ a quorum is not present at the **time for which**~~hour of convening,~~ the meeting **is called, the Board member or Board members present** may **recess the meeting**~~be recessed~~ to a time not later than 9:00 p.m. of the same day **and, if**~~. If~~ a quorum **be**~~is~~ not ~~then~~ present **at that time**, the **member or** members present may adjourn the meeting to **commence not later than 8:00 p.m. of another day, but not more than**~~a later date within~~ seven days **following the date for which the original meeting was called, but no further recess or adjournment of the meeting shall be made**.

The Board of Education recognizes ~~that~~ there may be matters that come before the Board or acts required of Board members in their official capacity where the Board member may have a conflict of interest or the act **by a Board member** would be in violation of N.J.S.A. 18A:12-24. In these matters, the Board member(s) **shall**~~will~~ remove **themselves**~~himself/herself~~ from any discussions, meetings (informal or formal), committee meetings, and/or a vote regarding the matter. The Board will consider this matter without the Board member(s) who has the conflict.

In the event a matter comes before the Board or an act is required of a Board member in **their**~~his/her~~ official capacity that is a conflict or would be in violation of N.J.S.A. 18A:12-24, the Board would still be required to have a quorum to consider the matter. However, the New

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[1] This includes: (a) tuition to be charged to the sending district by the receiving district and the bill lists or contracts for the purchase, operation or maintenance of facilities, equipment and instructional materials to be used in the education of the pupils of the sending district; (b) new capital construction to be utilized by sending district pupils; (c) appointment, transfer or removal of teaching staff members providing services to pupils of the sending district, including any teaching staff member who is a member of the receiving district's central administrative staff; (d) addition or deletion of curricular and extracurricular programs involving pupils of the sending district; (e) any matter directly involving the sending district pupils or programs and services utilized by those pupils; (f) approval of the annual receiving district budget; (g) any collectively negotiated agreement involving employees who provide services utilized by sending district pupils; (h) any individual employee contracts not covered by a collectively negotiated agreement, if those employees provide or oversee programs or services utilized by sending district pupils; and (i) any matter concerning governance of the receiving district board of education including, but not limited to, the selection of the board president or vice-president, approval of board bylaws, and the employment of professionals or consultants such as attorneys, architects, engineers, or others who provide services to the receiving district board of education.

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Jersey Department of Education and the School Ethics Commission ~~has~~ envisioned this prohibition could create a situation in which **the number of conflicted**~~so many~~ Board members **would prevent**~~have a conflict, that~~ the Board ~~would be unable~~ **from taking action on a matter**~~to take action on a matter~~. Therefore, when ~~more than~~ a quorum of the Board members **cannot be obtained due to a conflict** ~~must abstain from voting on a matter~~ **or the act would be in violation of N.J.S.A. 18A:12-24**, the Board will invoke the Doctrine of Necessity consistent with the New Jersey Department of Education and School Ethics Commission guidelines as follows:

A. Board Member(s) in Conflict - Less Than a Majority of The Board

1~~A~~. In the event a Board member(s) has a conflict of interest where the Board member will act in **their**~~his/her~~ official capacity, the Board member must remove **themselves**~~himself/herself~~ from any discussions, meetings (informal or formal), committee meetings, and/or a vote regarding the matter.

2~~B~~. In the event a Board member is unsure whether **they**~~he/she~~ or any other Board member has a conflict of interest or whether the matter, if acted upon by a Board member(s) is in violation of N.J.S.A. 18A:12-24 - Prohibited Acts, the School Board Attorney will make a determination.

3~~C~~. The School Board Attorney will provide the Board of Education an opinion on whether the matter is a conflict of interest or act prohibited by N.J.S.A. 18A:12- 24 - Prohibited Acts.

4~~D~~. If the Board member(s) believes ~~he/she has~~ a conflict of interest where **they**~~he/she~~ will act in **their**~~his/her~~ official capacity or if the School Board Attorney renders an opinion that the Board member has a conflict of interest where the Board member will act in **their**~~his/her~~ official capacity, the Board member will remove **themselves**~~himself/herself~~ from any discussions, meetings (informal or formal), committee meetings, and/or a vote regarding the matter.

B. **Board Member(s) in Conflict -** A Majority of Board Members in Conflict

1. In the event:

a~~A~~. A Board member(s) believes **they have**~~he/she has~~ a conflict of interest ~~where he/she will act in his/her official capacity;~~ or **if acted upon by a Board member is in violation of N.J.S.A. 18A:12-24; or**

b~~B~~. If the School Board Attorney renders an opinion **a**~~that the~~ Board member(s) has a conflict of interest **or if acted upon by a**~~where the~~ Board member **is**~~will act~~ in **violation of N.J.S.A. 18A:12-24**~~his/her official capacity~~; and

c~~C~~. The number of Board members that have a conflict would make it so the Board would be unable to take action on the matter, then the Board may invoke the ~~"Rule [or~~ Doctrine~~]~~ of Necessity." *U.S. v. Will*.

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C. ~~Rule [Or~~ Doctrine~~]~~ Of Necessity

~~1~~A. The Doctrine of Necessity may be invoked when ~~more than~~ **there are so many conflicted members that** a quorum **cannot be achieved.** ~~of the Board must abstain from voting on a matter.~~
This situation may arise when the Board members must vote on contracts with local bargaining units when they are members of the same statewide general union or have an immediate family member(s) in the local bargaining unit.

2. There are three prerequisites necessary for a Board to invoke the Doctrine of Necessity:
   a. The Board must be unable to act without the members in conflict taking part; ~~and~~
   b. There must be a pressing need for action, i.e. the matter cannot be laid aside until another date; and
   c. There can be no alternative forum that can grant the same relief. ~~(Allen v. Toms River Regional Board of Education, 233 N.J. Super 651 (Law Division 1989).~~

3. When the School Board Attorney advises the Board the Doctrine of Necessity must be invoked in order to obtain a quorum on a vote, the Board must **publicly state:**~~announce that it is invoking the Doctrine.~~
   a. **That**~~The announcement must include the reason the Board must invoke the Doctrine of Necessity including stating the nature of each Board members conflict.~~
   ~~b. The announcement will be in writing and should be recorded in the minutes of the meeting by the Board Secretary at the point when the vote takes place.~~
   ~~c. It is enough for the Board to announce~~ it is invoking the Doctrine **of Necessity;**~~and a separate Board Resolution is not required, however, the Minutes must reflect that the doctrine has been invoked.~~

   b. The specific reason/purpose for which the ~~4. When the Board announces the~~ Doctrine of Necessity is being invoked**; and**

   c. The specific nature of~~,~~ the **conflict of interest for each Board member that has a conflict of interest:**

      (1) The specific nature details, parameters and/or other pertinent facts of the **conflict of interest for each Board member**~~matter to be voted~~ should **include** ~~be revealed on an agenda for~~ the **Board member's name; the name of the immediate family member or relative**~~public meeting in~~ which **is the basis for the conflict of interest, and the position that immediate family member or relative holds; or**

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(2) If the specific nature of the conflict of interest for a Board member is a conflict other than an immediate family member or relative, the announcement should include the conflict ~~**which**the matter is~~ **the basis for the conflict of interest.** ~~to be voted upon.~~

4. When the Board invokes the Doctrine of Necessity, it will adopt a Resolution setting forth the same information as outlined in C.3. above.

5. When the Board invokes the Doctrine of Necessity, the Resolution will be:

a. Read at a regularly scheduled public meeting;

b. Posted in such places the Board posts public notices for thirty days; and

c. Provided to the School Ethics Commission.

6~~5~~. The Board members who have a conflict in the matter are prohibited from:

a. Participating in any discussions on the matter prior to the announcement **of the invocation of the Doctrine of Necessity at the**~~and~~ public meeting; ~~and~~

b. **Being present in**~~From entering~~ an executive session **when**~~in order to discuss the merits of~~ the matter **is being discussed**~~or contract~~; and

c. **Offering**~~From offering~~ their opinions on the matter at any time prior to the announcement **or the invocation of the Doctrine of Necessity**~~and public meeting~~.

~~6. The Board members who have a conflict in the matter may only participate to the extent they may vote after the motion to approve and/or ratify the matter has been made and seconded and the Doctrine of Necessity has been thoroughly explained to the public.~~

7. **The** Board members **who have a**~~in~~ conflict may only ask questions regarding the matter to be voted on in public and after the Board has invoked the Doctrine of Necessity.

8. **The** Board members **who have a**~~in~~ conflict may explain their reasons for not voting just before the vote.

N.J.S.A. 18A:**10-6; 18A:**12-24
N.J.S.A 18A:38-8.1
New Jersey School Ethics Commission – Advisory **Opinions**~~Opinion~~ A10-93(b)**,**~~) and~~ A07-94**, and C07-96**

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New Jersey School Ethics Commission – Resolution on Invoking the Doctrine of Necessity – June 25, 2018

Adopted: November 14, 1964
Revised: February 15, 2001
August 12, 2021

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~~5512.01~~ **5512** HARASSMENT, INTIMIDATION**, OR** ~~AND~~ BULLYING **(M)**

5512

M

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A. Prohibiting Harassment, Intimidation, or Bullying

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~~A. Policy Statement~~

The Board of Education prohibits acts of harassment, intimidation, or bullying of a student. **The Board has determined that a** ~~A~~ safe and civil environment in school is necessary for students to learn and achieve high academic standards**; harassment**~~. Harassment~~, intimidation, or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. ~~Harassment, intimidation, or bullying is unwanted, aggressive behavior that may involve a real or perceived power imbalance.~~ Since students learn by example, school administrators, faculty, staff, and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation, or bullying.

For the purposes of **this**~~the~~ Policy, the term "~~"~~parent,"~~,"~~ pursuant to N.J.A.C. 6A:16-1.3, means the natural parent(s)~~;)~~ **or** adoptive parent(s)~~;),~~ legal guardian(s)**; resource family**~~), foster~~ parent(s)~~;),~~ or parent surrogate(s) of a student. **When**~~Where~~ parents are separated or divorced, "~~"~~parent"~~"~~ means the person or agency which has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided ~~such~~ parental rights have not been terminated by a court of appropriate jurisdiction.

B. **Definition of** Harassment, Intimidation, **or**~~and~~ Bullying ~~Definition~~

"Harassment, intimidation, or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, as defined in N.J.S.A. 18A:37-14, whether it be a single incident or a series of incidents that:

1. Is reasonably perceived as being motivated by either any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic;

2. Takes place on school property, at any school-sponsored function, on a school bus, or off school grounds, as provided for in N.J.S.A. 18A:37-15.3;

3. Substantially disrupts or interferes with the orderly operation of the school or the rights of other students; and that

a. A reasonable person should know, under the circumstances, that the act(s) will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to **their**~~his/her~~ person or damage to **their**~~his/her~~ property; or

b. Has the effect of insulting or demeaning any student or group of students; or

c. Creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

The Board recognizes that bullying is unwanted, aggressive behavior that may involve a real or perceived power imbalance. Recognizing "a real or perceived power imbalance" may assist school officials in identifying harassment, intimidation, or bullying within the context and relative positions of the alleged aggressor and target.

"Electronic communication" means a communication transmitted by means of an electronic device, including, but not limited to, a telephone, cellular phone, computer, or **remotely activating paging device (N.J.A.C. 6A:16-1.3).**~~pager.~~

In accordance with the Board of Education's Code of Student Conduct and this Policy, all acts of harassment, intimidation, or bullying that occur off school grounds, such as "cyber-

bullying" (e.g., the use of electronic means to harass, intimidate, or bully) is addressed in this Policy.

C. Student Behavior

~~C. Student Expectations~~

The Board **of Education** expects students to conduct themselves in keeping with their levels of development, maturity, and demonstrated capabilities, with **a** proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities and the care of school facilities and equipment, consistent with the Code of Student Conduct.

The Board believes that standards for student behavior must be set cooperatively through interaction among the ~~students,~~ parents **and other community representatives**~~, school employees~~, school administrators, school **employees, school** volunteers, and **students of the school district,** ~~community representatives,~~ producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school district and community property on the part of students, staff, and community members.

Students are expected to behave in a way that creates a supportive learning environment. The Board believes the best discipline is self-imposed, and **that** it is the responsibility of staff to use instances of violations of the Code of Student Conduct as opportunities **for helping**~~to help~~ students learn to assume and accept responsibility for their behavior and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to prevent student conduct problems and foster students' abilities to grow in self-discipline.

The Board expects ~~that~~ students will act in accordance with the student behavioral expectations and standards regarding harassment, intimidation, **or**~~and~~ bullying, including:

1. Student responsibilities (e.g., requirements for students to conform to reasonable standards of socially accepted behavior; respect the person, property, and rights of others; obey constituted authority; and respond to those who hold that authority);

2. Appropriate recognition for positive reinforcement for good conduct, self- discipline, and good citizenship;

3. Student rights; and

4. Sanctions and due process for violations of the Code of Student Conduct.

Pursuant to N.J.S.A. 18A:37-15(a) and N.J.A.C. 6A:16-7.1(a) 1, the district has involved a broad-base of school and community members, including parents, **school employees, volunteers,** students, ~~instructional staff, student support services staff, school administrators,~~ and ~~school volunteers, as well as~~ community **representatives**~~organizations, such as faith-based, health and human service, business and law enforcement~~, in the development of this Policy.

Pursuant~~Based on locally determined and accepted core ethical values adopted by the Board, pursuant~~ to N.J.A.C. 6A:16-7.1~~(a)2~~, the Board **developed**~~must develop~~ guidelines for student conduct**, taking** ~~pursuant to N.J.A.C. 6A:16-7.1. These guidelines for student conduct will take~~ into consideration the **nature of the behavior; the nature of the student's disability, if any and to the extent relevant; the** developmental ages of students~~;~~**,** ~~the~~ severity of the offenses and students' histories of inappropriate behaviors~~;~~**,** ~~and~~ the mission and physical facilities of the individual school(s) in the district. This Policy requires all students in the district to adhere to the rules established by the school district and to submit to the remedial and consequential measures that are appropriately assigned for infractions of these rules.

Pursuant to N.J.A.C. 6A:16-7.1, the Superintendent **shall**~~must~~ annually provide to students and their parents ~~or guardians~~ the rules of the district regarding student conduct. Provisions shall be made for informing parents ~~or guardians~~ whose primary language is other than English.

The district prohibits active or passive support for acts of harassment, intimidation, or bullying. **The school district will**~~Students are encouraged to~~ support ~~other~~ students who:

1. Walk away from acts of harassment, intimidation, **or**~~and~~ bullying when they see them;

2. Constructively attempt to stop acts of harassment, intimidation, or bullying;

3. Provide support to students who have been subjected to harassment, intimidation, or bullying; and

4. Report acts of harassment, intimidation, **or**~~and~~ bullying to the designated school staff member.

D. Consequences and ~~Appropriate~~ Remedial Actions

The Board of Education requires its school administrators to implement procedures that ensure both the appropriate consequences and remedial responses for students who commit one or more acts of harassment, intimidation, or bullying, consistent with the Code of Student Conduct, and the consequences and remedial responses for staff members who commit one or more acts of harassment, intimidation, or bullying.

In every incident found to be harassment, intimidation, or bullying, the school Principal, in consultation with appropriate school staff, may apply disciplinary consequences and/or remedial actions, such as the provision of counseling, behavioral interventions, or other measures.

Appropriate consequences and remedial actions are those that are graded according to the severity of the offenses; consider the developmental ages of the student offenders; the nature of the student's disability, if any and to the extent relevant; and students' histories of inappropriate behaviors, per the Code of Student Conduct and N.J.A.C. 6A:16-7.

The following factors, at a minimum, shall be given full consideration by **the** school administrators in the implementation of appropriate consequences and remedial measures for each act of harassment, intimidation, or bullying by students.

~~Appropriate remedial action for a student who commits an act of harassment, intimidation, or bullying that takes into account the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performances. The appropriate remedial action may also include a behavioral assessment or evaluation including, but not limited to, a referral to the Child Study Team as appropriate; and supportive interventions and referral services, including those at N.J.A.C. 6A:16-8.~~

Factors for Determining Consequences

- ~~1.~~ Age, **disability (if any and to the extent relevant),**

developmental and maturity levels of the parties involved and their relationship to the school district;

- ~~2.~~ Degrees of harm;
- ~~3.~~ Surrounding circumstances;
- ~~4.~~ Nature and severity of the **behaviors;**~~behavior(s);~~
- ~~5.~~ Incidences of **past**~~part~~ or continuing patterns of behavior;
- ~~6.~~ Relationships between the parties involved; and
- ~~7.~~ Context in which the alleged **incidences**~~incidents~~ occurred.

Factors for Determining Remedial Measures

Personal**:**

- ~~1.~~ Life skill deficiencies;
- ~~2.~~ Social relationships;
- ~~3.~~ Strengths;
- ~~4.~~ Talents;
- ~~5.~~ Traits;
- ~~6.~~ Interests;
- ~~7.~~ Hobbies;

- ~~8.~~ Extra-curricular activities;
- ~~9.~~ Classroom participation;
- ~~10.~~ Academic performance;~~ and~~
- ~~11.~~ Relationship to **peers; and**
- **Relationship between student/family**~~students~~ and the school district.

Environmental**:**

- ~~1.~~ School culture;
- ~~2.~~ School climate;
- ~~3.~~ Student-staff relationships and staff behavior toward the student;
- ~~4.~~ General staff management of classrooms or other educational environments;
- ~~5.~~ Staff ability to prevent and manage difficult or inflammatory situations;
- **Availability of programs to address student behavior;**
- ~~6.~~ Social-emotional and behavioral supports;
- ~~7.~~ Social relationships;
- ~~8.~~ Community activities;
- ~~9.~~ Neighborhood situation; and
- ~~10.~~ Family situation.

Examples of Consequences and **Remedial Measures**

The consequences and~~appropriate~~ remedial **measures may include, but are not limited to, the examples listed below:**

Examples of Consequences:

- **Admonishment;**

- **Temporary removal from the classroom (any removal of .5 days or more must be reported in the Student Safety Data System);**
- **Deprivation of privileges;**
- **Classroom or administrative detention;**
- **Referral to disciplinarian;**
- **In-school suspension during the school week or the weekend;**
- **Out-of-school suspension (short-term or long-term);**
- **Reports to law enforcement or other legal** action;
- **Expulsion; and**
- **Bans from receiving certain services, participating in school-district-sponsored programs or being in school buildings or on school grounds.**

Examples of Remedial Measures

Personal:

- **Restitution and restoration;**
- **Peer support group;**
- **Recommendations of a student behavior or ethics council;**
- **Corrective instruction or other relevant learning or service experience;**
- **Supportive student interventions, including participation of the Intervention and**

Referral Services Team, pursuant to N.J.A.C. 6A:16-8;

- **Behavioral assessment or evaluation, including, but not limited to, a referral to the Child Study Team, as appropriate;**
- **Behavioral management plan, with benchmarks that are closely monitored;**
- **Assignment of leadership responsibilities (e.g., hallway or bus monitor);**
- **Involvement of school "disciplinarian;"**
- **Student counseling;**
- **Parent conferences;**
- **Alternative placements (e.g., alternative education programs);**
- **Student treatment; and**
- **Student therapy.**

Environmental (Classroom, School Building, or School District):

- **School and community surveys or other strategies for determining the conditions contributing to HIB;**
- **School culture change and school climate improvement;**
- **Adoption of research-based, systemic bullying prevention programs;**
- **School policy and procedures revisions;**
- **Modifications of schedules;**
- **Adjustments in hallway traffic;**

- **Modifications in student routes or patterns traveling to and from school;**
- **Supervision of student before and after school, including school transportation;**
- **Targeted use of monitors (e.g., hallway, cafeteria, locker room, playground, school perimeter, bus);**
- **Teacher aides;**
- **Small or large group presentations for fully addressing the behaviors and the responses to the behaviors;**
- **General professional development programs for certificated and non-certificated staff;**
- **Professional development plans for involved staff;**
- **Disciplinary action for school staff who contributed to the problem;**
- **Supportive institutional interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;**
- **Parent conferences;**
- **Family counseling;**
- **Involvement of parent-teacher organizations;**
- **Involvement of community-based organizations;**
- **Development of a general bullying response plan;**
- **Recommendations of a student behavior or ethics council;**
- **Peer support groups;**
- **Alternative placements (e.g., alternative**

education programs);

- **School transfers; and**
- **Law enforcement (e.g., safe schools resource officer, juvenile officer) involvement or other legal action.**

Consequences and appropriate remedial actions for a student or staff member who commits one or more acts of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion of students, as set forth in the **Board's approved Code of Student Conduct, pursuant to N.J.A.C. 6A:16-7.1.** ~~Board's approved Code of Student Conduct pursuant to N.J.A.C. 6A:16-7.1. Consequences for a student who commits an act of harassment, intimidation, or bullying are those that are varied and graded according to the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performance, consistent with the Board's approved Code of Student Conduct and N.J.A.C. 6A:16-7, Student Conduct. Remedial measures shall be designed to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the victim of the act, and take corrective action for documented systemic problems related to harassment, intimidation, or bullying. The consequences and remedial measures may include, but are not limited to, the examples listed below:~~

The Principal, in consultation with ~~Examples of Consequences~~

~~1. Admonishment;~~

~~2. Temporary removal from the classroom;~~

~~3. Deprivation of privileges;~~

~~4. Classroom or administrative detention;~~

~~5. Referral to disciplinarian;~~

~~6. In-school suspension during the school week or the weekend;~~

~~7. After-school programs;~~

~~8. Out-of-school suspension (short-term or long-term);~~

~~9. Reports to law enforcement or other legal action;~~

~~10. Expulsion; and~~

~~11. Bans from providing services, participating in school-district-sponsored programs, or being in school buildings or on school grounds.~~

~~Examples of Remedial Measures – Personal~~

~~1. Age~~ appropriate **school staff, shall develop an individual student intervention plan when** ~~arestitution and restoration;~~

~~2. Peer support group;~~

~~3. Recommendations of a student behavior or ethics council;~~

~~4. Corrective instruction or other relevant learning or service experience;~~

~~5. Supportive~~ student **is found to be an offender in three** ~~interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;~~

~~6. Behavioral assessment or evaluation, including, but not limited to, a referral to the Child Study Team, as appropriate;~~

~~7. Behavioral management plan, with benchmarks that are closely monitored. Ensure the student has a voice in the outcome and can identify ways he or she can solve the problem and change behaviors;~~

~~8. Assignment of leadership responsibilities (e.g., hallway or bus monitor);~~

~~9. Involvement of school disciplinarian;~~

~~10. Student counseling;~~

~~11. Parent conferences;~~

~~12. Alternative placements (e.g., alternative education programs;~~

~~13. Student treatment; or~~

~~14. Student therapy.~~

~~Examples of Remedial Measures – Environmental (Classroom, School Building or School District)~~

~~1. School and community surveys or other strategies for determining the conditions contributing to~~ harassment, intimidation, or bullying **incidents**~~;~~

~~2. School culture change;~~

~~3. School climate improvement;~~

~~4. Adoption of research-based, systemic bullying prevention programs;~~

~~5. School policy~~ and **each subsequent incident occurring within one school year. The**~~procedures revisions;~~

~~6. Modifications of schedules;~~

~~7. Adjustments in hallway traffic;~~

~~8. Modifications in~~ student **intervention**~~routes or patterns traveling to and from school;~~

~~9. Supervision of student before and after school, including school transportation;~~

~~10. Targeted use of monitors (e.g., hallway, cafeteria, locker room, playground, school perimeter, bus);~~

~~11. Teacher aides;~~

~~12. Small or large group presentations for fully addressing the behaviors and the responses to the behaviors;~~

~~13. General professional development programs for certificated and non- certificated staff;~~

~~14. Professional development plans for involved staff;~~

~~15. Disciplinary action for school staff who contributed to the problem;~~

~~16. Supportive institutional interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;~~

~~17. Parent conferences;~~

~~18. Family counseling;~~

~~19. Involvement of parent-teacher organizations;~~

~~20. Involvement of community-based organizations;~~

~~21. Development of a general bullying response~~ plan **may include disciplinary ;**

~~22. Recommendations of a student behavior or ethics council;~~

~~23. Peer support groups;~~

~~24. Alternative placements (e.g., alternative education programs);~~

~~25. School transfers; and~~

~~26. Law enforcement (e.g., safe schools resource officer, juvenile officer) involvement or other legal action.~~

~~N.J.A.C. 6A:16-7.9(a)2.vi requires appropriate~~ consequences and/**or** remedial actions **and may require the student, accompanied by a parent, to satisfactorily complete a class or training program to reduce harassment, intimidation, or bullying behavior. Each student intervention plan must be approved by the Superintendent.**

While the majority of incidents may be addressed solely by school officials, the Superintendent or designee and the Principal shall report a harassment, intimidation, or bullying incident to law enforcement officials if the conduct rises to the level of a mandatory report as outlined in the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials.

Consequences and Appropriate Remedial Actions – Adults

The district will also impose appropriate consequences and remedial actions to an adult~~for any staff member~~ who commits an act of harassment, intimidation, or bullying of a student. The consequences may include, but not be limited to: ~~,~~ verbal or written reprimand;~~,~~ increment withholding;~~,~~ legal action;~~,~~ disciplinary action;~~, and/or~~ termination**; and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds.** ~~.~~ Remedial measures may include, but not be limited to: ~~,~~ in or out-of-school counseling, professional development programs, and work environment modifications.

~~Target/Victim Support~~

~~Districts should identify a range of strategies and resources that will be available to individual victims of harassment, intimidation, and bullying, and respond in a manner that provides relief to victims and does not stigmatize victims or further their sense of persecution. The type, diversity, location, and degree of support are directly related to the student's perception of safety.~~

~~Sufficient safety measures should be undertaken to ensure the victims' physical and social-emotional well-being and their ability to learn in a safe, supportive, and civil educational environment.~~

~~Examples of support for student victims of harassment, intimidation, and bullying include:~~

~~1. Teacher aides;~~

~~2. Hallway and playground monitors;~~

~~3. Partnering with a school leader;~~

~~4. Provision of an adult mentor;~~

~~5. Assignment of an adult "shadow" to help protect the student;~~

~~6. Seating changes;~~

~~7. Schedule changes;~~

~~8. School transfer;~~

~~9. Before- and after-school supervision;~~

~~10. School transportation supervision;~~

~~11. Counseling; and~~

~~12. Treatment or therapy.~~

E. **Reporting** Harassment, Intimidation, **or**~~and~~ Bullying ~~Off School Grounds~~

~~This Policy and the Code of Student Conduct shall apply to instances when a school employee is made aware of alleged harassment, intimidation, or bullying occurring off school grounds when:~~

~~1. The alleged harassment, intimidation, or bullying has substantially disrupted or interfered with the orderly operation of the school or the rights of other students; and either~~

~~2. A reasonable person should know, under the circumstances, that the alleged behavior will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or~~

~~3. The alleged behavior has the effect of insulting or demeaning any student or group of students; or~~

~~4. The alleged behavior creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.~~

~~F. Harassment, Intimidation, and Bullying Reporting Procedure~~

The Board of Education requires the Principal at each school to be responsible for receiving **all** complaints alleging **harassment, intimidation, or bullying committed by an adult or youth against a student.** ~~violations of this Policy.~~ All Board members, school employees, and volunteers and contracted service providers who have contact **with** students**,** are required to verbally report alleged **acts**~~violations~~ of **harassment, intimidation, or bullying**~~this Policy~~ to the Principal or ~~the Principal's~~ designee on the same day when the individual witnessed or received reliable information regarding any such incident. All Board members, school employees, and ~~volunteers and~~ contracted service providers who have contact with students, also shall submit a **New Jersey Department of Education-approved HIB 338 Form**~~report in writing~~ to the Principal within two school days of the verbal report. **Failure to make the required report(s) may result in disciplinary action. The HIB 338 Form shall be kept on file at the school, but shall not be included in any student record unless the incident results in disciplinary action or is otherwise required to be contained in a student's record under State or Federal Law.**

The district may not fail to initiate an investigation of harassment, intimidation, or bullying solely because written documentation was not provided. Failing to conduct a harassment, intimidation, or bullying investigation solely because a parent or student did not submit written documentation violates the Anti-Bullying Bill of Rights Act and this Policy. If a parent makes a verbal allegation of harassment, intimidation, or bullying to a district staff member, but does not complete and submit the HIB 338 Form, the staff member or a designee must complete and submit the HIB 338 Form.

The Principal **or designee is required to**~~will~~ inform the parents of all students involved in alleged incidents**,** and, as appropriate, may discuss the availability of counseling and other intervention

services. **Pursuant to N.J.A.C. 6A:16-7.7(a)2.viii.(2), when providing notification to the parents of all students involved, the Principal or designee shall take into account the circumstances of the incident when conveying the nature of the incident, including the actual or perceived category motivating the alleged offense. The Principal or designee shall keep a written record of the date, time, and manner of notification to the parents.**

The Principal, upon receiving a verbal or written report, may take interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation.

~~The Principal, in consultation with the anti-bullying specialist, may make a preliminary determination as to whether a reported incident or complaint regarding students, assuming all facts presented are true, is a report within the scope of N.J.S.A. 18A:37-14. If the Principal's preliminary determination is that the incident or complaint reported is outside the scope of N.J.S.A. 18A:37-14, the individual reporting the incident will be notified and the Principal's determination may be appealed to the Board of Education and thereafter to the Commissioner of Education in accordance with N.J.A.C. 6A:3. The Board's Pupil Grievance Policy 5710 shall govern.~~

~~If the Principal determines that the reported incident or complaint is within the scope of N.J.S.A. 18A:37-14, then s/he will inform the parents of all students involved in alleged incidents, and, as appropriate, may discuss the availability of counseling and other intervention services. The Principal, upon receiving a verbal or written report, may take interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation. The Principal shall take into account the circumstances of the incident when providing notification to parents and guardians of all students involved in the reported harassment, intimidation, or bullying incident and when conveying the nature of the incident, including the actual or perceived protected category motivating the alleged offense.~~

Students, parents, and visitors are encouraged to report alleged **acts**~~violations~~ of **harassment, intimidation, or bullying**~~this Policy~~ to the Principal **or designee** on the same day when the individual witnessed or received reliable information regarding any such incident. **The school district shall provide a person an online means to complete the HIB 338 Form to anonymously**~~Students, parents, and visitors may~~ report an act of harassment, intimidation, or bullying**.** ~~anonymously.~~ Formal action for violations of the Code of Student Conduct may not be taken solely on the basis of an anonymous report.

A Board member or school employee who promptly reports an incident of harassment, intimidation, or bullying and who makes this report in compliance with the procedures set forth in **this**~~the~~ Policy, is immune from a cause of action for damages arising from any failure to remedy the reported incident.

The Principal shall promptly submit a copy of each completed HIB 338 Form to the Superintendent.

~~In accordance with the provision of N.J.S.A. 18A:37-18, the harassment, intimidation, and bullying law does not prevent a victim from seeking redress under any other available law, either civil or criminal, nor does it create or alter any tort liability.~~

The district may consider every mechanism available to simplify reporting, including standard reporting forms and/or web-based reporting mechanisms. For anonymous reporting**, in addition to making the HIB 338 Form available online**, the district may consider locked boxes located in areas of a school where reports can be submitted without fear of being observed.

A school administrator who receives a report of harassment, intimidation, **or**~~and~~ bullying **or who determines**~~from~~ a **reported incident or complaint, assuming all facts presented are true, is a report within the scope of N.J.S.A. 18A:37-14**~~district employee,~~ and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action. **The district also should consider procedures and disciplinary action when it is found that someone had information regarding a harassment, intimidation, or bullying incident, but did not make the required report(s).**

F. ~~G.~~ Anti-Bullying Coordinator, Anti-Bullying Specialist, and School Safety/School Climate Team(s)

1. The **Superintendent**~~superintendent~~ shall appoint a district Anti-Bullying Coordinator. The Superintendent shall make every effort to appoint an employee of the school district to this position.

The district Anti-Bullying Coordinator shall:

a. Be responsible for coordinating and strengthening the school district's policies to prevent, identify, and address harassment, intimidation, or bullying of students;

b. Collaborate with school Anti-Bullying Specialists in the district, the Board of Education, and the Superintendent to prevent, identify, and respond to harassment, intimidation, or bullying of students in the district;

c. Provide data, in collaboration with the Superintendent, to the Department of Education regarding harassment, intimidation, or bullying of students;

d. Execute such other duties related to school harassment, intimidation, or bullying as requested by the Superintendent; and

e. Meet at least twice a school year with the school Anti-Bullying Specialist(s) to discuss and strengthen procedures and policies to prevent, identify, and address harassment, intimidation, **or**~~and~~ bullying in the district.

2. The Principal in each school shall appoint a school Anti-Bullying Specialist. **The Anti-Bullying Specialist shall be**~~When~~ a ~~school~~ guidance counselor, school psychologist, or **other certified staff member**~~another individual similarly~~ trained **to be the Anti-Bullying Specialist from among the** ~~is~~ currently employed **staff** in the school.~~, the Principal shall appoint that individual to be the school Anti-~~

~~Bullying Specialist. If no individual meeting this criteria is currently employed in the school, the Principal shall appoint a school Anti-Bullying Specialist from currently employed school personnel.~~

~~The school Anti-Bullying Specialist shall:~~

a. Chair the School Safety/School Climate Team as provided in N.J.S.A. 18A:37-21;

b. Lead the investigation of incidents of harassment, intimidation, or bullying in the school; and

~~c~~**d**. Act as the primary school official responsible for preventing, identifying, and addressing incidents of harassment, intimidation, or bullying in the school.

3. A School Safety/School Climate Team shall be formed in each school in the district to develop, foster, and maintain a positive school climate by focusing on the on-going~~,~~ systemic **operational proceduresprocess** and **educational** practices in the school, and to address ~~school climate~~ issues such as harassment, intimidation, or bullying **that affect school climate and culture.** ~~.~~ Each School Safety/School Climate Team shall meet**, at a minimum,**~~least~~ two times per school year. The School Safety/School Climate Team shall consist of the Principal or the Principal's designee who, if possible, shall be a senior administrator in the school and the following appointees of the Principal: a teacher in the school; a school Anti-Bullying Specialist; a parent of a student in the school; and other members to be determined by the Principal. The school Anti-Bullying Specialist shall serve as the chair of the School Safety/School Climate Team.

The School Safety/School Climate Team shall:

a. Receive **records of all**~~any~~ complaints of harassment, intimidation, or bullying of students that have been reported to the Principal;

b. Receive copies of **all reports**~~any report~~ prepared after an investigation of an incident of harassment, intimidation, or bullying;

c. Identify and address patterns of harassment, intimidation, or bullying of students in the school;

d. Review and strengthen school climate and the policies of the school in order to prevent and address harassment, intimidation, or bullying of students;

e. Educate the community, including students, teachers, administrative staff, and parents, to prevent and address harassment, intimidation, or bullying of students;

f. Participate in the training required pursuant to the provisions of N.J.S.A. 18A:37-13 et seq. and other training which the Principal or the district Anti-Bullying Coordinator may request**. The School Safety/School Climate Team shall be provided professional development opportunities that may address effective practices of successful school climate programs or approaches; and**~~;~~

gg. Collaborate with the district Anti-Bullying Coordinator in the collection of district-wide data and in the development of district policies to prevent and address harassment, intimidation, or bullying of students; and

h. Execute such other duties related to harassment, intimidation, or bullying as requested by the Principal or district Anti-Bullying Coordinator.

~~The members of a School Safety/School Climate Team shall be provided professional development opportunities that address effective practices of successful school climate programs or approaches.~~ Notwithstanding any provision of N.J.S.A. 18A:37-21 to the contrary, a parent who is a member of the School Safety/School Climate Team shall not participate in the activities of the team set forth in 3.a., b., or c. above or any other activities of the team which may compromise the confidentiality of a student**, consistent with, at a minimum, the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232 and 34 CFR Part 99), N.J.A.C. 6A:32-7, Student Records and N.J.A.C. 6A:14-2.9, Student Records**.

G. Investigating Allegations of~~**H.**~~ Harassment, Intimidation, **or**~~**and**~~ Bullying ~~Investigation~~

Investigate All Reports

The Board **of Education** requires a thorough and complete investigation to be conducted for each report of an alleged incident of harassment, intimidation, or bullying. **All details of an alleged incident must be populated into the HIB 338 Form. However, completing the form shall not delay beginning the investigation in accordance with the law.**

The HIB 338 Form shall be kept on file at the school and will only be added to a student record if the alleged incident is founded, disciplinary action is imposed or is otherwise required to be contained in a student's record under State or Federal law.

The investigation shall be initiated by the Principal or ~~the Principal's~~ designee within one school day of the verbal report of the incident. The investigation shall be conducted by the school **anti-bullying specialist appointed by the Principal.** ~~Anti-Bullying Specialist.~~ The Principal may appoint additional personnel who are not school **anti-bullying specialists**~~Anti-Bullying Specialists~~ to assist the school **anti-bullying specialist**~~Anti-Bullying Specialist~~ in the investigation. Investigations **of**~~or~~ complaints concerning adult conduct shall not be investigated by a member of the same bargaining unit as the individual who is the subject of the investigation. **The anti-bullying specialist may not participate in an investigation regarding their supervisor or staff at a higher administrative level**~~An investigation concerning a staff member shall not be conducted by a staff member who is supervised by the staff member being~~

~~investigated or who is an administrator in the district. The Principal or designee, in consultation with the Superintendent or designee, will appoint a staff member to complete these investigations~~.

~~The investigation shall be completed, and the written findings submitted to the Principal as soon as~~ possible, but not later than ten school days from the date of the written report of the alleged incident of harassment, intimidation, or bullying **or from the date of the written notification from the Superintendent to the Principal to initiate an investigation.** ~~.~~ Should information regarding the reported incident and the investigation be received after the end of the ten-day period, the school **anti-bullying specialist**~~Anti-Bullying Specialist~~ or the Principal shall amend the original report of the results of the investigation to ensure there is an accurate and current record of the facts and activities concerning the reported incident.

The Principal shall proceed in accordance with the Code of Student Conduct, as appropriate, based on the investigation findings. The Principal shall submit the report to the Superintendent within two school days of the completion of the investigation and in accordance with the Administrative Procedures Act (N.J.S.A. 52:14B-1 et seq.). As appropriate to the findings from the investigation, the Superintendent shall ensure the Code of Student Conduct has been implemented and provide intervention services~~;~~ order counseling~~;~~ establish training programs to reduce harassment, intimidation, or bullying and enhance school climate~~;~~ or take or recommend other appropriate action, **including seeking further information** as necessary.

The Superintendent shall report the results of each investigation to the Board ~~of Education~~ no later than the date of the regularly scheduled Board ~~of Education~~ meeting following the completion of the investigation. The Superintendent's report also shall include information on any consequences imposed under the Code of Student Conduct~~;~~ intervention services provided~~;~~ counseling ordered~~;~~ training established**;** or other action taken or recommended by the Superintendent.

Parents of ~~the~~ students who are parties to the investigation shall be provided with information about the investigation, in accordance with Federal and State law and regulation. The information to be provided to parents **includes**~~or guardians shall include~~ the nature of the investigation, whether the district found evidence of harassment, intimidation, or bullying, or whether consequences were imposed or services provided to address the incident of harassment, intimidation, or bullying. This information shall be provided in writing within five school days after the results of the investigation are reported to the Board**. The district may not divulge personally identifying information or any information that could result in the identification** of **any student other than the child of the parents being notified**~~Education~~.

A parent or ~~guardian~~ may request a hearing before the Board ~~of Education~~ after receiving the ~~written~~ information. Any request **by the parents** for ~~such~~ a hearing **before the Board concerning the written information about a harassment, intimidation, or bullying investigation, pursuant to N.J.S.A. 18A:37-15b(6)(d), must**~~shall~~ be filed with the Board Secretary no later than sixty calendar days after the written information is **received by**~~provided to~~ the parents. **The** ~~When a request for a~~ hearing ~~is granted, the hearing~~ shall be held within ten **business**~~school~~ days of the request. **Prior to the hearing, the Superintendent shall confidentially share a redacted copy of the HIB 338 Form that removes all student identification information with the** ~~The~~ Board**. The Board** ~~of Education~~ shall conduct the

hearing in executive session, pursuant to the Open Public Meetings Act (N.J.S.A. 10:4.-1 et seq.), to protect the confidentiality of the students. At the hearing, the Board may hear testimony from and consider information provided by the **anti-bullying specialist**~~school Anti-Bullying Specialist~~ and others, as appropriate, regarding the alleged incident~~;~~ the findings from the investigation of the alleged incident~~;~~ recommendations for consequences or services~~;~~ and any ~~other~~ programs instituted to reduce such incidents, prior to rendering a determination.

At the regularly scheduled Board ~~of Education~~ meeting following its receipt of the report or following a hearing in executive session, the Board shall issue a decision, in writing, to affirm, reject, or modify the Superintendent's decision.

The Board's decision may be appealed to the Commissioner of Education, in accordance with N.J.A.C. 6A:3, ~~Controversies and Disputes,~~ no later than ninety days after **the** issuance of the **Board's**~~Board of Education's~~ decision.

A school administrator who receives a report of harassment, intimidation, or bullying, or who determines a reported incident or complaint, assuming all facts presented are true, is a report within the scope of N.J.S.A. 18A:37-14 and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate harassment, intimidation, or bullying, may be subject to disciplinary action.

The Board also requires the thorough investigation of complaints or reports of harassment, intimidation, or bullying, occurring on district school buses, at district school-sponsored functions, and off school grounds involving a student who attends an approved private school for students with disabilities. The investigation will be conducted by the Board's anti-bullying specialist in consultation with the approved private school for students with disabilities.

H. Responding to ~~A parent, student, legal guardian, or organization may file a complaint with the Division on Civil Rights within one hundred eighty days of the occurrence of any incident of harassment, intimidation, or bullying based on membership in a protected group as enumerated in the "Law Against Discrimination," P.L. 1945, c.169 (C.10:5-1 et seq.).~~

~~I. Range of Responses to an Incident of~~ Harassment, Intimidation, or Bullying

The Board **of Education** authorizes the Principal of each school~~, in conjunction with the Anti-Bullying Specialist,~~ to define the range of ways in which school staff will respond once an incident of harassment, intimidation, or bullying is confirmed, and the Superintendent shall respond to confirmed harassment, intimidation, **or**~~and~~ bullying, according to the parameters described **below and** in this Policy. The Board recognizes that some acts of harassment, intimidation, or bullying may be isolated incidents requiring

that the school officials respond appropriately to the individual(s) committing the acts. Other acts may be so serious or parts of a larger pattern of harassment, intimidation, or bullying that they require a response **either**~~wither~~ at the classroom, school building**,** or school district **levels**~~level~~ or by law enforcement officials.

Consequences and appropriate remedial actions for a student who commits an act of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-~~1~~, Discipline of **Pupils**~~Students~~ and as set forth in N.J.A.C. 6A:16-7.2, Short-term **suspensions**~~Suspensions~~, N.J.A.C. 6A:16-7.3, Long-term **suspensions,**~~Suspensions~~ and N.J.A.C. 6A:16-7.~~45~~, Expulsions.

In considering whether a response beyond the individual ~~level~~ is appropriate, school officials shall consider the nature and circumstances of the act;~~,~~ the degree of harm;~~,~~ the nature and severity of the behavior;~~,~~ past incidences or past or continuing patterns of behavior;~~,~~ and the context in which the alleged incident(s) occurred. Institutional (i.e., classroom, school building, school district) responses can range from school and community surveys, to mailings, to focus groups, to adoption of research-based harassment, intimidation**,** or bullying prevention program models, to training for certificated and non-certificated staff, to participation of parents and other community members and organizations, to small or large group presentations for fully addressing the actions and the school's response to the actions, in the context of the acceptable student and staff member behavior and the consequences of such actions, and to the involvement of law enforcement officers, including safe schools resource officers.

This Policy and the Code of Student Conduct shall apply to instances when a school employee is made aware of alleged harassment, intimidation, or bullying occurring off school grounds.

For every incident of harassment, intimidation, or bullying, the school officials must respond appropriately to the individual who committed the act. ~~The Board is encouraged to set the parameters for the range of responses to be established by the Principal and for the Superintendent to follow.~~ The range of responses to confirmed harassment, intimidation, or bullying acts should include individual, classroom, school, or district responses, as appropriate to the findings from each incident. Examples of responses that apply to each of these categories are provided below:

1. Individual responses can include positive behavioral interventions (e.g., peer mentoring, short-term counseling, life skills groups) and punitive actions (e.g., detention, in-school or out-of-school suspension, expulsion, law enforcement report~~,~~ or other legal action).

2. Classroom responses can include class discussions about an incident **of**~~or~~ harassment, intimidation**,** or bullying, role plays, research projects, observing and discussing audio-visual materials on these subjects, and skill-building lessons in courtesy, tolerance, assertiveness, and conflict management.

3. School responses can include theme days, learning station programs, parent programs, and information disseminated to students and parents~~ or guardians~~, such as fact sheets or newsletters

explaining acceptable uses of electronic and wireless communication devices or strategies for fostering expected student behavior.

4. ~~District-wide responses can include community involvement in policy review and development;~~ professional development programs~~;~~ adoption of **curricular**~~curricula~~ and school-wide programs, coordination with community-based organizations (e.g., mental health, health services, health facilities, law enforcement officials, faith-based organizations)~~;~~**;** and disseminating information on the core ethical values adopted by the **Board's**~~Board of Education's~~ Code of Student Conduct, per N.J.A.C. 6A:16-7.1(a)2.

In providing support for victims of harassment, intimidation, or bullying, the ~~The~~ district **should**~~will~~ identify a range of strategies and resources, which **may**~~could~~ include, but **is** not ~~be~~ limited to, the following actions for individual victims:

- **Counseling;**
- **Teacher Aides;**
- **Hallway**~~counseling; teacher aides, hallway~~ and playground monitors;
- **Schedule** ~~schedule~~ changes;
- **Before** ~~before~~ and after school supervision;
- **School** ~~school~~ transportation supervision;
- **School** ~~school~~ transfers; and ~~therapy.~~
- **Therapy.**

I. ~~J.~~ Reprisal or Retaliation ~~Prohibited~~

The Board **of Education** prohibits a Board member, school employee, contracted service provider who has contact with students, school volunteer, or student from engaging in reprisal, retaliation, or false accusation against a victim, witness, ~~one with reliable information,~~ or any other person who has reliable information about an act of harassment, intimidation, or bullying or who reports an act of harassment**,** intimidation, or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the administrator after consideration of the nature, severity**,** and circumstances of the act, in accordance with case law, Federal and State statutes and regulations**,** and district policies and procedures.

J. False Accusations of Harassment, Intimidation, or Bullying

~~All suspected acts of reprisal or retaliation will be taken seriously and appropriate responses will be made in accordance with the totality of the circumstances. Examples of consequences and remedial measures are listed in the Consequences and Appropriate Remedial Actions section of this policy.~~

~~K. Consequences and Appropriate Remedial Action for False Accusation~~

The Board **of Education** prohibits any person from falsely accusing another as a means of harassment, intimidation, or bullying.

1. Students ~~—~~ Consequences and appropriate remedial action for a student **could**~~found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation may~~ range from positive behavioral interventions **up**~~p~~ to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-1~~, et seq.,~~ Discipline of **Pupils**~~Students~~ and as set forth in N.J.A.C. 6A:16-7.2, Short-term **suspensions**~~Suspensions~~, N.J.A.C. 6A:16-7.**3**, Long-term **suspensions,**~~Suspensions~~ and N.J.A.C. 6A:16-7.4~~5~~, Expulsions**;**

~~.~~

2. School Employees ~~—~~ Consequences and appropriate remedial action for a school employee or contracted service provider who has contact with students ~~found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation~~ could entail discipline in accordance with district policies, procedures, and agreements**; and** ~~which may include, but not be limited to, reprimand, suspension, increment withholding, or termination.~~

3. Visitors or Volunteers ~~—~~ Consequences and appropriate remedial action for a visitor or volunteer ~~found to have falsely accused another as a means of harassment, intimidation, or bullying as a means of retaliation~~ could be determined by the school administrator after consideration of the nature, severity, and circumstances of the act, including law enforcement reports or other legal actions, removal of **buildings**~~building~~ or grounds privileges, or prohibiting contact with students or the provision of student services.

K. Additional Policy Requirements

The Board of Education requires~~L. Harassment, Intimidation, and Bullying Policy Publication and Dissemination~~

~~This Policy will be disseminated annually by~~ the Superintendent **to annually disseminate this Policy** to all school employees, contracted service providers who have contact with students, school volunteers, students~~,~~ and parents who have children enrolled in a school in the **school** district, along with a statement explaining **that this**~~the~~ Policy applies to all acts of harassment, intimidation, or bullying,

pursuant to N.J.S.A. 18A:37-14, that occur on school property, at school-sponsored functions~~,~~ or on a school bus and, as appropriate, acts that occur off school grounds.

The Superintendent shall post a link to this Policy that is prominently displayed on the home page of the school district's website. The Superintendent shall ensure that notice of this Policy appears in the student handbook and all other publications of the school district that set forth the comprehensive rules, procedures, and standards for schools within the school district.

~~The Superintendent shall post a link to the district's Harassment, Intimidation, and Bullying Policy that is prominently displayed on the homepage of the school district's website. The district will notify students and parents this Harassment, Intimidation, and Bullying Policy is available on the school district's website.~~

The Superintendent shall post the name, school phone number, school address~~,~~ and school email address of the district **anti-bullying coordinator**~~Anti-Bullying Coordinator~~ on the home page of the school district's website. **Additionally, the Superintendent shall post the contact information for the School Climate State Coordinator on the school district home page alongside this Policy.**

Each Principal **or designee** shall post the name, school phone number, **school** address, and school email address of both the **school anti-bullying specialist**~~Anti-Bullying Specialist~~ and the district **anti-bullying coordinator**~~Anti-Bullying Coordinator~~ on the home page of each school's website.

~~M. Harassment, Intimidation, and Bullying Training and Prevention Programs~~

The Superintendent **shall post the New Jersey Department of Education's Guidance for Parents on the Anti-Bullying Bill of Rights Act on the district homepage and on the homepage for each school in the district with a website.**

The Superintendent and the Principals~~and Principal(s)~~ shall provide training on the school district's **harassment, intimidation, or bullying policies**~~Harassment, Intimidation, and Bullying Policy~~ to school employees~~,~~ contracted service providers~~,~~ and volunteers who have significant contact with students. The training shall include instruction on preventing bullying on the basis of the protected categories enumerated in N.J.S.A. 18A:37-14 and other distinguishing characteristics that may incite incidents of discrimination, harassment, intimidation, or bullying. The school district's employee **training** program shall include information regarding the school **district policy**~~district's Policy~~ against harassment, intimidation, or bullying, which shall be provided to full-time and part-time staff ~~members~~, contracted service providers~~,~~ and school volunteers who have significant contact with students.

~~Each public school teacher shall be required to complete at least two hours of instruction in harassment, intimidation, and bullying prevention in each professional development period as part of the professional development requirement pursuant to N.J.S.A. 18:37-22.d.~~

~~The required two hours of suicide prevention instruction for teaching staff members shall include information on the relationship between the risk of suicide and incidents of harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:6-112.~~

~~Board members shall be required to complete a training program on harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:12-33.~~

~~The school district shall annually observe a "Week of Respect" beginning with the first Monday in October. In order to recognize the importance of character education, the school district will observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation, and bullying as defined in N.J.S.A. 18A:37-14. Throughout the school year the district will provide ongoing age-appropriate instruction on preventing harassment, intimidation, or bullying, in accordance with the Core Curriculum Content Standards, pursuant to N.J.S.A. 18A:37-29.~~

~~The school district will annually establish, implement, document and assess harassment, intimidation, and bullying prevention programs or approaches, and other initiatives in consultation with school staff, students, administrators, volunteers, parents or guardians, law enforcement, and community members in accordance with the provisions of N.J.S.A. 18A:37-17 et seq.~~

~~N. Harassment, Intimidation, and Bullying Policy Reevaluation, Reassessment and Review~~

The Superintendent shall develop and implement a process for annually discussing the school **district policy on harassment, intimidation, or bullying** ~~district's Harassment, Intimidation, and Bullying Policy~~ with students.

The Superintendent **and the**~~,~~ Principal(s)~~), and the Anti-Bullying Coordinator, with input from the schools' Anti-Bullying Specialists,~~ shall annually conduct a **re-evaluation**~~reevaluation~~, reassessment, and review of **this**~~the Harassment, Intimidation, and Bullying~~ Policy~~,~~ and any report(s) and/or finding(s) of the **school safety/school climate team, with input from the school anti-bullying specialists, and** ~~School Safety/School Climate Team(s). The Superintendent shall~~ recommend ~~to the Board necessary~~ revisions and additions to **this**~~the~~ Policy ~~consistent with N.J.S.A. 18A:37-15.c.,~~ as well as to harassment, intimidation, **or**~~and~~ bullying prevention programs and approaches based on the findings from the evaluation, reassessment, and review.

L. Harassment, Intimidation, or Bullying Training and Prevention Programs

Each public school teacher and educational services professional shall be required to complete at least two hours of instruction in harassment, intimidation, or bullying prevention within each five year professional development period as part of the professional development requirement pursuant to N.J.S.A. 18:37-22.d. The required two hours of suicide prevention instruction shall include information on the risk of suicide and incidents of harassment, intimidation, or bullying and information on reducing the risk of suicide in students who are members of communities identified as having members at high risk of suicide.

Each newly elected or appointed Board member must complete, during the first year of the member's first term, a training program on harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:12-33.

A school leader shall complete school leader training that shall include information on the prevention of harassment, intimidation, or bullying as required in N.J.S.A. 18A:26-8.2.

The school district shall annually observe a "Week of Respect" beginning with the first Monday in October. In order to recognize the importance of character education, the school district will observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation, or bullying as defined in N.J.S.A. 18A:37-14. Throughout the school year the district will provide ongoing age-appropriate instruction on preventing harassment, intimidation, or bullying, in accordance with the New Jersey Student Learning Standards, pursuant to N.J.S.A. 18A:37-29.

The school district and each school in the district will annually establish, implement, document, and assess harassment, intimidation, or bullying prevention programs or approaches, and other initiatives in consultation with school staff, students, administrators, volunteers, parents, law enforcement, and community members. The programs or approaches and other initiatives shall be designed to create school-wide conditions to prevent and address harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:37-17.

M. ~~O.~~ Reports to Board of Education and New Jersey Department of Education

The Superintendent shall report two times each school year**, between September 1 and January 1 and between January 1 and June 30** at a public hearing all acts of **violence, vandalism, and** harassment, intimidation, **or**~~and~~ bullying **which occurred during the previous reporting period** in accordance with the provisions of N.J.S.A. 18A:17-46. The information shall also be reported to the New Jersey Department of Education in accordance with N.J.S.A. 18A:17-46.

N. School and District Grading Requirements

Each ~~The information reported shall be used to grade each~~ school and each district **shall receive a grade for the purpose of assessing their efforts to implement policies and programs consistent**~~in accordance~~ with the provisions of N.J.S.A. **18:37-13 et seq.** ~~18A:17-46.~~ The grade received by a school and the district shall be posted on the homepage of the school's website and the district's website in

accordance with the provisions of N.J.S.A. 18A:17-46. A link to the report that was submitted by the Superintendent to the Department of Education shall also be available on the school district's website. This information shall be posted on the websites within ten days **of** receipt of the grade for each school and the district.

O. ~~P.~~ Reports to Law Enforcement

The Superintendent or designee and the Principal shall consult law enforcement, as appropriate, pursuant to the provisions of the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials, if the student's behavior may constitute a possible violation of the New Jersey Code of Criminal Justice.

Some acts of harassment, intimidation, **or**~~and~~ bullying may be bias-related acts and ~~potentially bias crimes and~~ school officials must report to law enforcement officials **any bias related**~~either serious~~ acts, ~~or those which may be part of a larger pattern~~ in accordance with **N.J.A.C. 6A:16-6.3.(e), and pursuant to** the provisions of the Memorandum of Agreement Between Education and Law Enforcement Officials.

P. ~~Q.~~ Collective Bargaining Agreements and Individual Contracts

Nothing in N.J.S.A. 18A:37-13.1 et seq. may be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the Anti-Bullying Bill of Rights Act's effective date (January 5, 2011). N.J.S.A. 18A:37-30.

The Board of Education prohibits the employment of or contracting for school staff positions with individuals whose criminal history record check reveals a record of conviction for a crime of bias intimidation or conspiracy to commit or attempt to commit a crime of bias intimidation.

Q. ~~R.~~ Students with Disabilities

Nothing contained in N.J.S.A. 18A:37-13.1 et seq. may alter or reduce the rights of a student with a disability with regard to disciplinary actions or to general or special education services and supports. N.J.S.A. 18A:37-32.

~~S. Approved Private Schools for Students with Disabilities (APSSD)~~

~~In accordance with the provisions of N.J.A.C. 6A:16-7.7(a).2.ix.(2), the Board of Education shall investigate a complaint or report of harassment, intimidation, or bullying, pursuant to N.J.A.C. 6A:16-~~

~~7.7(a).2.ix. and Section G. of this Policy, occurring on Board of Education school buses, at Board of Education school- sponsored functions, and off school grounds involving a student who attends an APSSD. The investigation shall be conducted by a Board of Education Anti- Bullying Specialist, in consultation with the APSSD.~~

The school district shall submit all subsequent amended Harassment, Intimidation, **or**~~and~~ Bullying Policies to the ~~appropriate~~ Executive County Superintendent of Schools within thirty days of Board adoption.

N.J.S.A. 18A:37-13 through 18A:37-3~~732~~

N.J.A.C. 6A:16-7.1 **through**~~et seq.;~~ 6A:16-7.9~~ et seq.~~

Model Policy and Guidance for Prohibiting Harassment, Intimidation, and Bullying on School Property, at School-Sponsored Functions and on School Buses – **August 2022 – New Jersey Department of Education**~~April 2011~~

Adopted: June 19, 2003

Revision: February 7, 2008

September 1, 2011

October 11, 2018

March 12, 2020

Berkeley Heights Public School District

7510 USE OF SCHOOL FACILITIES

It is the policy of the Board of Education that community groups be encouraged and permitted to use school facilities for worthwhile purposes so long as they do not interfere with the regular and co-curricular school programs. For the purpose of this policy, "school facilities" also include school grounds.

Approval for use must be obtained from the Superintendent and the School Business Administrator/Board Secretary in accordance with adopted policies and regulations. The Board reserves the right to withdraw permission after it has been granted in the event circumstances change requiring such school facilities or school grounds will be needed for a district purpose or due to a school closing due to weather or other emergency.

In weighing competing requests for the use of school facilities, the Board will give priority to the following uses, in the descending order given:

1. Uses and groups directly related to the schools and the operations of the schools, including pupil and teacher groups;
2. Uses and organizations indirectly related to the schools, including the P.T.O., and other school-parent related organizations;
3. Community organizations formed for charitable, civic, social, or educational purposes;
4. Departments and agencies of the municipal government, community political organizations and government agencies generally;
5. Private groups and organizations;

The use of school facilities will not be granted for partisan political activity, private social function, or any purpose that is prohibited by law. **Public Debates can be held within district facilities provided they are hosted by an unaffiliated party, e.g. League of Women Voters.**

Each user shall present evidence of the purchase of organizational liability insurance to the limit as prescribed by district regulations. Each user shall inspect any facility or school grounds to be used prior to such use and shall notify a district representative of any existing safety or dangerous conditions. In the event such conditions exist, the district may cancel or modify the user's access to the school facility until such conditions are addressed. Users shall be financially liable for damage to the facilities and for proper chaperonage as required by the school district administration.

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted in accordance with Policy No. 7520. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use, regardless of any assignment of negligence. Where rules so specify, certain items of equipment may only be used by a qualified operator approved by the school district administration.

The Board shall approve annually a schedule of fees for the use of school facilities based upon the aforenoted priorities.

The school district shall provide a copy of Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries to all youth sports team organizations that operate on school grounds or in school facilities. The youth sports team organization must comply with the school district's Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the school district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that uses school facilities or operates on school grounds if the youth sports team organization provides the school district proof of an insurance policy. The Certificate of Insurance (COI) must name Berkeley Heights Board of Education as an additional insured certificate holder and must indicate Commercial General Liability coverage against contractual liability for any such claims for bodily injury, death, or property damage, occurring on, in or about the property, and against contractual liability for any such claims, such insurance to afford minimum protection in the amount of $1,000,000 combined single limit of bodily injury and property damage limits per occurrence. Excess liability coverage with limits of $1,000,000 combined single limit of bodily injury and property damage per occurrence, and Worker's Compensation, and Employer's Liability Insurance, when required by Worker's Compensation law. Third Party contractors must provide same coverage.

For the purpose of this Policy, a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.

The Board shall provide to all persons who supervise youth programs that are not sponsored by the school district, but operate a program in a district building before or after school hours, on the weekend, or during a period when school is not in session, information on the district's school practices and procedures in the event of a school safety or security incident at a school including non-confidential information on evacuation procedures, emergency response protocols, and emergency contact information in accordance with the provisions of N.J.S.A. 18A:41-7. It is the responsibility of the organization that sponsors the youth program to train the program's employees and volunteers on the school security and emergency procedures in the school building where the youth program is located. The organization must provide a Statement of Assurance to the Superintendent's Office prior to facility use.

The Superintendent shall develop regulations for the use of school facilities; such regulations shall be distributed to every user of the facilities and every applicant for the use of school facilities. Permission to use school facilities shall be granted only to persons and organizations that agree to the terms of Policy and Regulation 7510, the requirements as outlined in the use of school facilities application, and in accordance with the terms outlined in the approval granted by the school district.

N.J.S.A. 18A:20-20; 18A:20-3
Adopted: February 8, 1965
Revised: December 9, 1974
February 11, 1991
December 11, 2014
February 25, 2021

Berkeley Heights Public School District

R 8420.2 BOMB THREATS (M)

M

~~A. Definition~~

A "bomb threat" consists of a message ~~to a school employee,~~ regardless of the source or form or truth of the message, that someone has placed or intends to place in the school an explosive **device**~~de- vice~~ or any material that will cause significant harm to persons in the school or damage to school property. **The bomb threat message may be a telephone call, written, e-mailed, rumored, graffiti or any other communication method.**

A. Procedures When a
~~B.~~**A.** ~~Receipt of~~ Bomb Threat **is Received**

I. **1.** A bomb threat received by any school employee will be immediately relayed to the **Principal**~~school principal~~ or **designee**~~the person designated to act on behalf of an absent principal~~.

2. **2.** A written bomb threat should be placed in a folder or a folded paper and should be **handled**~~han- dled~~ as little as possible.

3. **3.** If possible, a telephoned bomb threat should be transferred to the Principal **or designee**.

a. **a.** The Principal or other person who talks to the caller will attempt to keep the caller on the line as long as possible ~~and will alert a third party, who will attempt~~ to **enhance**~~trace~~ the **chance to identify**~~call through~~ the telephone **caller**~~company~~.

b. **b.** The person talking to the caller should attempt to obtain, by direct questioning and by listening to background clues, and record in writing as much information as possible about:

(l) **(1)** The alleged bomb (e.g., its nature, size, specific location,

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what will cause detonation, detonation time);

(2) **(2)** The caller (e.g., name, **address,** location, gender, age, background, motive);

(3) **(3)** The **identity**~~identify~~ of the person who placed the bomb, if the caller denies **responsibility;**~~re- sponsibility; and~~

(4) **(4)** The means by which the bomb was delivered to the site**;**~~.~~

(5) The caller's voice (e.g., calm, angry, excited, slow, rapid, loud, slurred, distinct, familiarity); and

(6) Background sounds (e.g. street noises, music, office or factory machinery, animal noises, voices).

B. Procedures to be Used After a Bomb Threat is Received

1.
~~C. Response~~

1. The Principal **or designee** will immediately call:

a. **a.** The Police Department**/local law enforcement;**~~,~~

b. **b.** The Fire Department**;**~~,~~ and

c. **c.** The Superintendent's **office**~~Office~~.

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2. If the

2. ~~The~~ Principal **or designee determines there is reasonable cause to believe an explosive device is present and an immediate evacuation is warranted, the Principal or designee will order the immediate evacuation of**~~shall determine whether to evacuate~~ the school building. The evacuation will be conducted **as follows**~~in accordance with the fire drill procedures established in Regulation No. 8420.1, with the following exceptions~~:

a. **a.** The fire drill alarm **may**~~will~~ include a building-designated code to indicate that a bomb threat has been received;

b. If the Principal or designee determines that time permits, students will empty their lockers and leave them unlocked; and

c. School staff members and students will be evacuated to a waiting place at least 1000 feet from the school building and behind cover or to a predetermined area outside the school building.

3. If the Principal or designee determines an immediate evacuation is not warranted the building will not be immediately evacuated until law enforcement officials arrive on the scene and are provided control of the bomb threat situation.

4. The Principal or designee will also:

a. Prohibit the use of any electronic communication devices to include, but not be limited to cellular telephones and walkie-talkies;

b. Ensure any school buses enroute to the school or other vehicles entering the school grounds are redirected to a designated alternative location pending further instructions from law enforcement officials;

c. Notify and maintain contact with the Superintendent of Schools regarding the communication to be released to parents, community and media; and

d. Allow law enforcement officials to control the scene upon their arrival.

5. School staff members, upon receiving notice the school is being evacuated for a bomb threat, will:

a. Direct students to gather personal belongings in the classroom or within

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their immediate area;

b. Instruct students to not use any electronic communication device until instructed otherwise;

c. Conduct

b. ~~Teachers will conduct~~ a quick **visual** survey of their classrooms for any suspicious or unfamiliar **objects and report such to the Principal or designee;**~~object.~~

d. Leave

c. ~~Teachers will leave~~ the windows and doors of their vacated rooms open **and do not turn on or turn off any light or electrical switch;**~~; and~~

e. Take

~~d. Pupils will be escorted to a waiting place at least 350 feet from~~ the **student roster**~~school build- mg.~~

3. ~~The Principal will quickly form a search team of volunteer teachers, office~~ and ~~cafeteria workers, custodians, and administrators to conduct a superficial search of~~ the **day's attendance;**~~entire school premises.~~

f. Lead their class or the students under their supervision upon receiving the evacuation notice to the evacuation area;

g. Take attendance when arriving at

~~a. Searchers will examine the portions of the building with which they are most familiar. Particular attention will be given to stairways and hallways near building entrances and to any sign of a forced entry into the school.~~

~~b. No walkie-talkie or other radio transmission device shall be used in~~ the **evacuation area and** ~~conduct of the search.~~

~~c.~~**a.** ~~Each searching party will~~ report **any additional students or missing students**~~back~~ to the Principal **or designee;**~~the results of its survey.~~

h. Not allow any student to re-enter the building, leave the evacuation area,

~~d. Any suspicious or unfamiliar object will be immediately reported to the Police Department, which will send a bomb disposal unit to the school. Any such object shall not be touched or disturbed in any way by a school employee.~~

4. ~~If an object is reported to the Police Department and the school has not already been evacuated, the school shall be immediately evacuated in accordance with the evacuation procedures set forth in C2.~~

~~If the search team finds no suspicious~~ or **be dismissed from school unless authorized**

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by the Principal ~~unfamiliar object~~ or **designee or law enforcement officials; and**

i. Not speak to~~after~~ the **media or permit media to interview any student.**

~~5.~~**4. 6. If law enforcement officials determine**~~bomb disposal unit removes~~ the **building can be re-entered**~~object~~, the Principal **or designee** will **order**~~sound the recall signal to bring pupils back into the school~~ building **to be re-entered.** ~~.~~ The regular instructional program will be resumed as quickly as **possible.** ~~possi- ble.~~ If the bomb threat disruption has occurred late in the school day, the Principal may recommend to the Superintendent that the school be closed and **students**~~pupils~~ dismissed.

7. In the event an explosive device is found in the school building or on school grounds threatening the safety of staff and students, the Principal or designee will:

a. Work with law enforcement officials to ensure the continued safety of students and staff;

b. Notify school officials at the evacuation assembly locations of the situation that students will be released for the day; and

c. In consultation with the Superintendent of Schools and law enforcement officials, will coordinate student dismissal procedures from the evacuation assembly areas and family notification and reunification protocols.

8. The school district will provide school district staff and other school district crisis response team members to provide counseling and support as needed.

~~6.~~**5. 9.** All bomb threat procedures will be conducted with seriousness and dispatch. It is the **intention**~~in- tention~~ of these regulations that the school community be protected against harm without conferring notoriety on the person who threatens **harm**~~them~~.

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~~7.~~**6.** **10.** In the event an explosion occurs **while the building is evacuated, the Principal or designee, in consultation with the Superintendent of Schools and law enforcement**~~, school~~ officials~~, and staff members~~ will **coordinate student dismissal** ~~respond in ac- cordance with~~ procedures **from the evacuation assembly areas and family notification and reunification protocols**~~in Regulation No. 8420.3~~.

~~8.~~**7.** **11.** The Principal will submit to the Superintendent a written report of each bomb threat **received**~~re- ceived~~, the steps taken in response, and the outcome of the threat.

These procedures are recommended for implementation in the event a bomb threat is received. However, based on the circumstance or situation, the Principal or designee or law enforcement officials may modify these procedures if it is determined modification is needed to best protect the building's occupants.

Critical Incident Response Procedures for School Administrators, Faculty and Staff – The New Jersey Office of Homeland Security and Preparedness and the New Jersey Department of Education - 2010

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R NATURAL DISASTERS AND MAN-MADE CATASTROPHES (M)

M

A. Definitions

~~A. Definition~~

1. "Natural disasters" include floods, hurricanes, earthquakes, lightning strikes.

2. "Man-made catastrophes" include explosions, toxic hazards, airplane accidents, nuclear accidents, attacks.

B. Procedures

1. The Principal of each school building is responsible for responding quickly and reasonably to all natural disasters and man-made catastrophes. The Principal's primary goal in any emergency is the protection of the **students**~~pupils~~ and staff members assigned to his/her building.

2. The Principal shall cooperate with local law enforcement officers, civil defense agencies, and other appropriate authorities.

3. All reasonable efforts will be made to predict or anticipate the occurrence of a natural disaster or man-made catastrophe and to take such steps in advance as may be necessary to protect **students**~~pupils~~ and staff and, if possible, school property.

4. Any school employee who detects or suspects a natural disaster~~,~~ or man-made catastrophe shall immediately notify the Principal, who shall immediately evaluate and/or verify the report. The Principal shall report an impending disaster or catastrophe to the Superintendent and the appropriate police or civil authority.

5. If necessary and prudent, the school will be evacuated in accordance with the fire drills procedures set forth in Regulation No. 8420.1. The alarm for a disaster or catastrophe will be a building designated signal.

6. Until their **students**~~pupils~~ are sent home or they are otherwise excused ~~.~~from their duties, classroom teachers will attend to the needs of the **students**~~pupils~~ assigned to them. Other teaching staff members and support staff members will report to the Principal or their immediate supervisor for direction. The following personnel should be prepared to take the actions indicated at the direction of the Principal.

   a. The school nurse will set up a station for the treatment of injuries and caring for injured and shocked persons until transportation to hospital facilities is available.

   b. The head custodian will survey the damage, if any, done to essential school building

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services, such as electrical, gas, water, and fuel. He/She will report any such damage to the Principal along with any recommendations for repair or substitution.

c. The cafeteria manager will assess food and water inventories and establish procedures for supplying such food and water as may be required by persons in the school or the school shelter.

7. If the school cannot or should not be re-entered, parents will be notified and **students**~~pupils~~ will be sent home as follows:

a. **Students** ~~Pupils~~ who ordinarily walk to school will be excused,

b. **Students** ~~Pupils~~ who ride school buses will be excused as soon as bus transportation is available,

c. The Principal may arrange for private vehicle transportation.

8. **Students**~~Pupils~~ who cannot be sent home safely shall be sheltered in a safe place in the school or in the place designated for out-of-school shelter in the school evacuation plan. A teaching staff member will be assigned to supervise any such students until they can be transferred to the parent or responsible adult designated by the parent.

9. Parent(s) or legal guardian(s) will be informed of the school's response to the disaster or catastrophe by implementation of the parent call chain established pursuant to Regulation No. 8420. Reasonable efforts will be made to inform parent(s) or legal guardian(s) promptly of the nature of the emergency and to assure them of their children's safety.

10. The Principal, other administrators, and all school staff members will strive to discharge their responsibilities calmly, intelligently, and prudently.

11. The **Principal**~~principal~~ will make a written report to the Superintendent on the nature of the emergency, the actions taken in response to the emergency, and the outcome of those actions. The report will detail, as necessary, the actions of specific staff members and make such recommendations for commendation or discipline as may be appropriate.

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R 8420.4 KIDNAPPING (M)

M

A. Definition

1. A person is a victim of kidnapping:

   a. When a person is unlawfully removed from the school or school grounds; or

   b. When a person is unlawfully confined with the purpose of holding the victim for ransom, reward, as a shield, or hostage; or

   c. When a person is unlawfully removed from the school or school grounds or a substantial distance from where he or she is found in school or on school grounds; or

   d. When a person is unlawfully confined for a substantial period of time with any of the following purposes:

      (1) To facilitate commission of a crime or flight thereafter, or

      (2) To inflict bodily injury on or terrorize the victim.

B. Procedures

1. The following procedures shall be implemented in the event there is reason to believe a student has been kidnapped. The Building Principal or designee will:

   a. Immediately notify the Superintendent of Schools;

   b. Check school records to determine whether there is a legal custody issue;

   c. Contact the student's parent(s) or legal guardian(s); and

   d. Notify the local law enforcement agency.

   The Building Principal or designee will be prepared to provide law enforcement authorities information about the student (to the extent possible) including: a physical description of the student; any photograph of the student; information regarding known friends of the student; the names of any potential witnesses to an abduction; a description of an abductor; and other information that may be helpful to law enforcement in locating the student.

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2. The Building Principal or designee will alert school staff to the possible kidnapping and solicit staff assistance in obtaining information that may be helpful to law enforcement in locating the student.

3. The administrative staff will encourage all staff members remain calm to prevent panic.

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R 8420.5 ASBESTOS RELEASE (M)

M

The Board of Education recognizes certain buildings in the school district may contain asbestos. The Board and school staff members have implemented the necessary safety measures to eliminate the possibility of asbestos fiber release episodes to ensure the safety of all building occupants. The district maintains an Asbestos Management Plan as required by the Asbestos Hazard Emergency Response Act (AHERA). The following procedures shall be implemented in the event of an inadvertent disturbance that causes an asbestos fiber release episode in a school district building.

Procedures

1. The area where the fiber release may have occurred shall be immediately evacuated;

2. The building's heating, ventilating, and air conditioning system shall be shut down;

3. The area where the fiber release may have occurred shall be sealed off and doors shall be closed;

4. The Superintendent and building maintenance supervisor shall be immediately contacted;

5. The names of all persons who were in the area where the fiber release may have occurred shall be recorded and maintained in separate file;

6. The Building Principal or designee shall communicate to the parents/legal guardians of students, staff, and other occupants of the building as necessary; and

7. The school district shall take such action as necessary depending on whether asbestos fibers were released.

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R 8420.6 ACCIDENTS TO AND FROM SCHOOL (M)

M

The Board of Education recognizes that school staff and/or school students may be involved in an accident on their way to or on their way home from school. The school district or school building, depending on the circumstances, will follow these procedures, when practical, in the event there is an accident involving a school staff member or student who is on their way to or on their way home from school.

Procedures

1. The person receiving notice of an accident shall immediately contact police, fire, or rescue department as appropriate. In the event the person receiving notice of such accident is a student, the student shall immediately notify the Building Principal or designee. In the event the person receiving notice is a school staff member, the staff member shall notify the Building Principal or designee, or their immediate supervisor after contacting police, fire, or rescue department as appropriate.
2. The Building Principal or designee, or the immediate supervisor, shall immediately contact the Superintendent of Schools.
3. The Building Principal or designee, or the immediate supervisor, shall notify the parent(s) or legal guardian(s), spouse, or individual identified on the emergency card as appropriate.
4. In the event the police, fire, or rescue department is aware of the accident when the district is notified of the accident, the Building Principal or designee, or the immediate supervisor shall continue to attempt to notify the parent(s) or legal guardian(s), spouse or individual identified on the emergency card as appropriate.
    a. If the parent(s) or legal guardian(s), spouse or individual identified on the emergency card, is unavailable, the Building Principal or designee, or the immediate supervisor shall discuss the situation, as appropriate, with an associate at the place of employment of the parent(s) or legal guardian(s), spouse, or emergency contact.
    b. If contacts are unsuccessful, the Building Principal or designee, or the immediate supervisor will attempt to contact relatives, neighbors, or faith-based institutions, as appropriate.
5. The school district may send a staff member to the scene of the accident, if appropriate.

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BERKELEY HEIGHTS BOARD OF EDUCATION
OPERATIONS
R 8420.6 ACCIDENTS TO AND FROM SCHOOL (M)

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R 8420.7 LOCKDOWN PROCEDURES (M)

M

In the event it is determined by the Principal or designee a circumstance or situation requires the school building's occupants to remain secure within the school building, the Principal or designee may implement lockdown procedures. The following procedures shall be enacted during a lockdown which shall begin with notification to the building's occupants that all occupants should commence lockdown procedures. The notification may be a public address announcement or may be a discreet notification depending on the circumstance or situation.

A. Procedures in the Event it is Determined a Lockdown is Warranted

1. The Principal and/or designee will immediately:

   a. Inform the Superintendent of Schools;

   b. Contact local law enforcement;

   c. Deactivate fire alarm pull stations without disengaging the fire sensors, if feasible, until law enforcement officials arrive on scene; and

   d. Deactivate school bell systems, if feasible, until law enforcement officials arrive on scene.

2. The Principal and/or designee will also:

   a. Communicate to any staff outside the building to stop pedestrians and vehicles, including school buses, from entering the school grounds;

   b. Assign a staff member in the main office to maintain communication with classrooms and monitor status and, if needed, designate a staff member to meet and brief local law enforcement upon their arrival;

   c. Determine, in consultation and with the approval of the Superintendent of Schools, the most appropriate means to communicate information to be released to parents, community, and media; and

   d. Will allow local law enforcement officials to control the scene upon their arrival.

3. School staff members, upon receiving notice the school needs to be in a lockdown situation, will:

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a. Turn off all lights, close blinds/shades and turn off electronic equipment;

b. Instruct pupils to be absolutely quiet and discourage the individual use of cellular telephones;

c. Instruct classroom occupants to get on the floor in a sitting or crouching position and direct pupils away from doors and windows wherever possible;

d. Close and lock doors and windows from inside the room, if possible;

e. Secure all staff, pupils and visitors, including those from hallways, behind locked doors, restrooms, gymnasiums, and other non-classroom areas without risking their own safety or the safety of others already secure;

f. Not permit anyone to leave a secured room or area until notified by the Principal or designee or law enforcement officials; and

g. Ignore bells or alarms unless otherwise notified by the Principal or designee or law enforcement officials.

4. Any school staff member not supervising pupils at the time of the lockdown notification should go to the nearest classroom or secure area to assist other staff members with pupils. These staff members should ensure any pupils in hallways and other unsecured and open areas are taken to the nearest classroom and/or secured area.

5. Teachers shall take pupil attendance for the pupils within their secured area and report any additional pupils in the room and any missing pupils.

6. Office personnel should remain in the general office areas or any other area that can be secured from the inside. All office doors shall be locked and secured to prevent entrance by an outside intruder.

7. The building's occupants should remain in lockdown condition until an announcement indicating the lockdown is over.

8. Lockdown Procedures for Those in Exposed Areas - Physical education classes using outside facilities shall, under the direction of the teacher, report to the nearest school entrance and upon entering the building locate to a secure classroom or location within the building. If there is reason to believe these pupils may be at risk re-entering the building, the pupils may be directed to another secure location off school grounds and/or away from the building.

B. Procedures After Lockdown Situation is Brought Under Control

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1. After the lockdown situation has been brought under control, the Principal or designee or law enforcement officials will communicate to building occupants the lockdown situation has ended.

2. Evacuation of the building after the lockdown situation has been declared under control shall be under the direction of the Principal or designee and law enforcement officials.

3. The Principal or designee, in consultation and with the approval of the Superintendent of Schools, will coordinate family reuniting procedures.

4. The school district will provide school district staff and other school district crisis response team members to provide counseling and support as needed.

5. The Principal or designee will debrief with local law enforcement and all other agencies involved in the school lockdown situation.

These lockdown procedures are recommended for implementation in the event it is determined a lockdown is needed. However, based on the circumstance or situation, the Principal or designee or law enforcement officials may modify these procedures if he/she determines modification is needed to best protect the building's occupants.

Critical Incident Response Procedures for School Administrators, Faculty and Staff – The New Jersey Office of Homeland Security and Preparedness and the New Jersey Department of Education - 2010

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R 8420.10 ACTIVE SHOOTER (M)

M

An active shooter or armed assault in a school building or on school grounds involves one or more individuals' intent on causing physical harm to students and school staff. Intruders may possess weapons or other harmful devices. In an active shooter situation, one or more subjects who are believed to be armed has used or threatened to use a weapon to inflict serious bodily injury to another person and/or continues to do so while having unrestricted access to additional victims, their actions have demonstrated their intent to continuously harm others, and their overriding objective appears to be that of mass injury.

A. Procedures in the Event of an Active Shooter in the School or on School Grounds

1. If the Principal or designee determines there is an active shooter in the school or on school grounds he/she will immediately:

a. Order a lockdown of the school building. The notification may be a public address announcement or may be a discreet notification depending on the circumstance or situation;

b. Contact local law enforcement;

c. Inform the Superintendent of Schools;

d. Deactivate fire alarm pull stations without disengaging the fire sensors, if feasible, until law enforcement officials arrive on scene;

e. Deactivate school bell systems, if feasible, until law enforcement officials arrive on scene; and

f. Direct staff and students outside the building, if the active shooter is believed to be in the building, to move immediately to a predetermined evacuation assembly location and be prepared to evacuate the school site, if necessary.

2. The Principal and/or designee will also:

a. Communicate to any staff outside the building to stop pedestrians and vehicles, including school buses, from entering the school grounds;

b. Assign a staff member in the main office to maintain communication with classrooms and monitor status and, if needed, designate a staff member to meet and brief local law enforcement upon their arrival;

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c. Determine, in consultation and with the approval of the Superintendent of Schools, the most appropriate means to communicate information to be released to parents, community, and media; and

d. Will allow local law enforcement officials to control the scene upon their arrival.

3. School staff members, upon receiving notice there may be an intruder or active shooter in the school building or on school grounds, will:

a. If not already confirmed, upon first indication of an intruder or armed intruder will immediately notify the Principal or designee;

b. Turn off all lights, close blinds/shades, and turn off electronic equipment;

c. Instruct students to be absolutely quiet and not to use any individual electronic communication device;

d. Instruct classroom occupants to get on the floor in a sitting or crouching position and direct students away from doors and windows wherever possible;

e. Close and lock doors and windows from inside the room, if possible;

f. Secure all staff, students, and visitors, including those in the hallways, behind locked doors, restrooms, gymnasiums, and other non-classroom building areas without risking their own safety or the safety of others already secure;

g. Not permit anyone to leave a secured room or area until notified by the Principal or designee or law enforcement officials; and

h. Ignore bells or alarms unless otherwise notified by the Principal or designee or law enforcement officials.

4. Any school staff member not supervising students at the time of the lockdown notification should go to the nearest classroom or secure area to assist other staff members with students. These staff members should ensure any person in hallways and other unsecured and open areas are taken to the nearest classroom and/or secured area.

5. Teachers shall take student attendance for the students within their secured area and report any additional students in the room and any missing students.

6. Office personnel should remain in the general office areas or any other area that can be secured. All office doors shall be locked and secured to prevent entrance by an outside intruder.

7. The building's occupants should remain in lockdown condition until an announcement indicating the lockdown is over.

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8. Physical education classes using outside facilities, under the direction and supervision of the teacher, shall report to the nearest school entrance and upon entering the building locate to a secure classroom or location within the building. If there is reason to believe students outside the school building may be at risk re-entering the building, the students may be directed to another secure location off school grounds and/or away from the building.

9. The school may establish a predetermined code word or procedure for a staff member to communicate with the school office or administrative staff in the event an intruder enters a classroom or other secured area.

10. The Principal or designee may establish with local law enforcement officials a notification procedure in the event an active shooter or intruder is believed to be in the school building. The notification procedure would alert law enforcement officials if a classroom or other secured area is safe and secure or if emergency assistance is needed. The procedure may be a color card system placing colored cards inside or outside doors or windows or any other procedure agreed to by the Principal and local law enforcement.

B. Procedures After Active Shooter Situation is Brought Under Control

1. After the active shooter situation has been brought under control, the Principal or designee or law enforcement officials will communicate to building occupants the active shooter situation has ended.

2. Evacuation of the building after the active shooter situation has been declared under control shall be under the direction of the Principal or designee and law enforcement officials.

3. The Principal or designee, in consultation and with the approval of the Superintendent of Schools, will coordinate family reunification procedures.

4. The school district will provide school district staff and other crisis response team members to provide counseling and support as needed.

5. The Principal or designee will debrief with local law enforcement and all other agencies involved in the active shooter situation.

6. The Superintendent of Schools, in consultation with the Principal and law enforcement officials, will determine when school can resume normal activities and will communicate this information to staff, parents, and the community.

These active shooter procedures are recommended for implementation in the event it is determined an active shooter may be in a school building or on school grounds. However, based on the circumstance or situation, the Principal or designee or law enforcement officials may modify these procedures if he/she determines modification is needed to best protect the building's occupants.

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R 8441 CARE OF INJURED AND ILL PERSONS (M)

M

A. Injuries and/or Illness Requiring Immediate Attention

These regulations apply when a student, staff member, visitor, or other person on school grounds or during a school-sponsored event, activity, or field trip is injured or becomes suddenly ill. A school staff member shall take charge under these circumstances until the school nurse or another medical professional arrives on the scene.

1. The injury or illness shall be reported immediately to the school nurse or, in the absence of the school nurse, to the Principal or designee.

2. If it is evident the illness or injury is serious and immediate medical attention may be required, emergency medical assistance shall be immediately summoned by a telephone call to 911.

3. The injured or ill person shall be examined for any obvious injuries or health problems.

4. The injured or ill person shall be checked for the presence of a necklace or bracelet that identifies a particular medical problem.

5. The injured or ill person shall not be moved, except as may be necessary to remove the person from a dangerous environment.

6. The injured or ill person should be made as comfortable as possible, without moving him/her.

7. No food or liquid should be given to the injured or ill person except on the orders of the school nurse or another medical professional.

8. The injured or ill person shall be informed when emergency medical assistance has been contacted.

B. Emergency First Aid Procedures

1. The school nurse or other medical professional will administer emergency first aid to an injured student, staff member, or visitor.

2. In the event the school nurse or other medical professional is not available or before the school nurse or other medical professional arrives, the school staff

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member or other adult in charge may administer basic first aid to the injured or ill person until the school nurse or other trained medical professional arrives.

a. The school nurse will develop, in consultation with the school physician, basic emergency first aid procedures in the event a school staff member may be in the position to provide emergency first aid to an injured or ill person until the school nurse or other medical professional arrives on the scene.

b. The school nurse will make such basic emergency first aid procedures available to school staff members.

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R 8451 CONTROL OF COMMUNICABLE DISEASE (M)

M

A. Detection of Communicable Diseases

1. Teachers will be trained to detect communicable diseases in students by recognizing the symptoms of disease.

2. In general, a student who shows one or more of the following symptoms should be sent to the school nurse for evaluation and/or treatment:

a. Pain, generalized or specific,

b. Chills,

c. Fever,

d. Earache,

e. Vomiting,

f. Sore throat,

g. Enlarged glands,

h. Skin eruption,

i. Running nose, or

j. Red and discharging eyes.

3. A student who shows symptoms of any of the following communicable diseases should be sent promptly to the school nurse for evaluation.

a. Chicken pox: Small reddish, itchy eruptions on the skin resembling pimples or blisters, which later fill with fluid and form crusts; slight fever.

b. German measles (rubella): A common cold followed by a light red rash on face and body; small beady lumps behind ears; slight fever.

c. Measles (rubeola): Cold, runny nose, watery and light-sensitive eyes, fever, followed by bluish-white specks (Koplik spots) on inside of mouth, red blotchy rash, and dry cough.

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d. Mumps: Tenderness and swelling of the salivary glands below and a little in front of the ear; fever.

e. Streptococcal infections (including scarlet fever, sore throat, and erysipelas): Sudden onset of fever, sore throat, strawberry tongue, followed by bright red rash on body, usually on the inner arm and thigh.

f. Whooping cough (pertussis): A common cold, with irritating cough, followed by repeated series of violent coughs without inhaling, often with respiratory whoops. Cough may end with vomiting.

g. Fifth disease (erythema infectiosum): Fine rash that is most apparent on the cheeks and later spreads to arms and legs, low grade fever.

h. Pink eye (conjunctivitis): Redness of white areas of eyes, accompanied by some itching; eyes may discharge pus and be light sensitive.

i. Head lice (pediculosis): Itching scalp, presence of lice and nits at hair roots.

j. Impetigo (staphylococcus infection): Lesions.

k. Meningitis-meningococcal: Severe headache, chills, vomiting, convulsions, fever, stiff neck, pain in neck.

l. Hepatitis infectious: Fever, anorexia, nausea, malaise, abdominal discomfort, followed by jaundice.

4. Any person who is ill or infected with any disease below and as outlined in N.J.A.C. 8:57-1.3 or any communicable disease, whether confirmed or presumed will be reported immediately by the school Principal to the County Health Officer or to the New Jersey Department of Health if the County Health Officer is not available. Such telephone report will be followed up by a written report or electronic report within twenty-four hours of the initial report. The diseases to be immediately reported are:

a. Botulism (Clostridium);

b. Diphtheria (Corynebacterium diphtheriae);

c. Haemophilus influenzae, invasive disease;

d. Hepatitis A, institutional settings;

e. Measles;

f. Meningoccal disease (Neisseria menengitidis);

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g. Pertussis (whooping cough, bordetella pertussis);

h. Plague (Yersinia pestis);

i. Poliomyelitis;

j. Rabies (human illness);

k. Rubella;

l. Viral hemorrhagic fevers, including, but not limited to, Ebola Lassa, and Marburg viruses;

m. Foodborne intoxications, including, but not limited to, mushroom poisoning;

n. Any foodborne, waterborne, nosocomial, outbreak or suspected outbreak or any outbreak or suspected outbreak of unknown origin;

o. Any other disease included in N.J.A.C. 8:57-1.3.

B. Exclusion From School

1. A student who exhibits any of the symptoms described in A2 or whose condition suggests the presence of a communicable disease as described in A3 or A4 will be sent to the school nurse's office. The teacher will ensure that the student is accompanied by an adult or a responsible student.

2. The teacher will communicate to the school nurse, directly or by written note, the reason for which the student is sent for medical assessment.

3. The school nurse will examine the student and, in consultation with the school medical inspector if the student's condition so indicates, recommend to the Principal the student's exclusion from school for medical reasons.

4. In the event neither the school nurse or the school medical inspector is available to be consulted about the student's condition, the Principal may determine to exclude the student from school.

5. The parent, adult family member, or other responsible adult designated by the parent will be promptly notified by telephone of the students' exclusion and requested to come to school to fetch the student. Until the adult arrives to remove the student, the student will be kept in an isolated location in the school and will be made as comfortable as possible. The student will be supervised at all times by a school staff member.

C. Readmission to School

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1. A student who has been excluded from school or retained at home by reason of having or being suspected of having a communicable disease shall not be readmitted to school until the student presents written evidence that he/she is free of communicable disease.

2. Evidence that a student is free of communicable disease will consist of the certification of the school medical inspector or another qualified physician who has personally examined the student.

No student who has had a communicable disease will be readmitted to school until a physician's certificate indicating the symptoms of the disease have ceased has been provided to the Principal or designee or the school nurse.

D. Reports

1. The school nurse will file such reports as may be required by the New Jersey State Department of Health and in the reporting of communicable diseases in schools.

2. When the rate of school absenteeism is in excess of fifteen percent, the school nurse shall report the absenteeism to the local and/or the County Board of Health.

3. The teacher may, with the advice and consent of the Principal and the school nurse, inform the parent(s) or legal guardian(s) of students in his/her class that a student in the class has contracted a communicable disease. The information given to parents or legal guardians may include the specific symptoms of the disease and parent(s) or legal guardian(s) may be encouraged to consult their personal physicians for inoculations that may prevent the disease or ease the symptoms of the disease.

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Policies for Second Reading and Adoption

2360 USE OF TECHNOLOGY

The Board of Education recognizes the use of technology in the educational process is an essential part of the schooling experience. Technology is to be viewed as a resource to enhance the learning process among other resources available to teachers and students. In addition, technology can be used to enhance the administration of the schools and the district. In order to provide direction and meaning to the use of technology as an instructional resource, the Board encourages and supports staff use of technology as a component of the learning process.

For purposes of this policy "technology" includes, but is not limited to, the use of computers and computer peripherals, communications networks, access to databases and libraries of information and the integration of audio, video, multimedia devices and media for purposes of teaching and learning.

The Superintendent, in consultation with teaching and support staff, shall recommend to the Board the acquisition of appropriate technology to best implement the curricular, instructional, and administrative program of the school district. The Superintendent shall prepare a technology plan for the school district to encompass the following:

Curricular, Instructional and Administrative Need

The technology plan shall define the curricular, instructional and administrative need for technological equipment and media for the district.

In-service Education

The Board shall provide opportunities for school staff to participate in in-service programs on hardware or software programs to be used in the execution of educational and administrative tasks. In-service programs may be provided in or out of the district.

Standards, Codes and References

All technology installations shall conform to the industry standards and applicable Federal, State and local statutes and codes.

Facilities Planning

In all facilities projects involving new constructions, additions, and renovations the Superintendent or designee shall ensure the plans include provisions for current and future technology needs in terms of the structural, electric/electronic, mechanical, acoustical and visual systems of the building(s). All educational specifications shall include features required for the use of instructional technology.

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Computers

The school district will provide support or maintenance agreements for specified brands of computers. All other computers purchased or donated will be subject to repair only when non-allocated funding is available and therefore may remain unrepaired until funding is available.

Computer Software Acquisition and Upgrading

The school district will only support the specified upgrades and training. Staff members shall not purchase software that has not been included on a list of specified software or has been approved by the Superintendent or their designee.

The Superintendent will recommend the purchase of upgrades to software as needed. An evaluation of upgrades shall be made by appropriate personnel and no upgrade shall be purchased without the express approval of the Superintendent or their designee.

Site Licenses

In the case where more than one copy of a software program is required, the technology coordinator shall attempt to acquire or negotiate a site license with the software developers. In the event a site license is not possible, vendors shall be sought who will provide multiple copies at a discounted cost.

Software Copyright

All employees shall strictly adhere to the copyright laws of the United States. No software shall be copied and/or distributed except in accordance with these laws. All software placed on media workstations or any network with public access shall be copy protected by the technology coordinator who shall assure that individuals who have access to such programs shall not copy them without authorization.

Internal Communication (District)

The school district shall provide communication between schools by a variety of means.

External Communications

The Board encourages the use of external communications so schools may utilize the vast resources of external databases and communicate with other schools, external agencies, and businesses throughout the world. Gateways to such communications will be supported by the school district. The use of particular gateways shall be approved by the Technology Coordinator. The Technology Coordinator shall be responsible for the installation of software in district owned computers and/or computer systems that prevents access to gateways and Internet sites that have material considered by the Technology Coordinator to be inappropriate for use by students.

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Computer Laboratories and Distributed Computing

In order to provide teacher, staff, and student access to computers, the Board directs that provisions be made to provide computer access in computer laboratories, classrooms, and school libraries/media centers.

Audio/Video

All audio and/or video materials shall be used in accordance with the copyright laws of the United States. Teachers, students, or staff who create audio or video materials containing the voices or images of the individuals involved shall obtain proper releases from those individuals, their parent(s) or legal guardian(s) for instructional use within the school.

Informing Parents, Legal Guardians and Interested Parties

Upon request, the Building Principal shall make available to parent/legal guardians the computer hardware and software used in the district in order that a computer purchased privately for home use may be compatible with the computer and software the student uses in the school setting.

Technology Coordination

The Board shall appoint a Technology Coordinator to assure the technology needs of the district are met in the most efficient manner possible at the lowest costs available to meet specified needs.

Broadcast Rights and Copyrights

The Board specifically retains the Broadcast rights and copyrights to all materials created by employees of the Board as part of their responsibilities to the Board. Any financial remuneration for the use of such materials shall be retained by the Board.

Computer Security

The Technology Coordinator shall develop security procedures to include, but not be limited to, the following areas:

1. Physical Security of Equipment

All computer equipment shall be maintained in a secure manner appropriate to its location.

2. Data Security

a. Back-up procedures for system files, libraries, and data shall be practiced in a timely fashion.

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b. Disaster recovery plans shall be kept up-to-date at all times.

c. Password protection shall be in place and updated periodically.

d. Resource security shall be in place to prevent unauthorized access to system files, libraries, and data.

3. Employee Training

All new employees having, as part of their job responsibilities, access to computers and information systems will be trained in the proper security procedures outlined above.

All employees having, as part of their job responsibilities, access to computers and information systems will be kept up-to-date on current security procedures for equipment and data.

4. Transaction Audit Trail

Appropriate procedures will be maintained in order to monitor system activity and users, as necessary.

5. Security Officer

The Superintendent shall designate the Technology Coordinator as the district's Computer Security Officer to monitor system security procedures.

Use of Facsimile (FAX) Machines

Fax machines provide a useful means of communicating and shall be subject to the same rules that apply to the use of telephones. All incoming faxes shall be considered confidential mail. No disclosure of the contents of any fax shall be made except to the individual for whom the fax is intended. Any individual violating this confidentiality shall be subject to discipline as provided by the policies and regulations of the Board.

N.J.A.C. 6A:26-6.1 et seq.
17 U.S.C. 101 et seq.

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2425 EMERGENCY VIRTUAL OR REMOTE INSTRUCTION PROGRAM (M)

~~The Board of Education is committed to providing a high quality educational program,~~ virtually or remotely, in the event ~~a school or the schools of the district are required to close for more than three consecutive school days due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure. The district's virtual or remote program of instruction shall be in accordance with~~ **the State or local health department determines that it is advisable to close, or mandates closure of, the schools of a school district.** ~~.~~

~~In the event the school district is required to close a school or the schools of the district for more than three consecutive school days~~ due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure **for more than three consecutive school days, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction, pursuant to N.J.S.A. 18A:7F-9. In addition, pursuant to N.J.S.A. 18A:7F-9.b.,** the Commissioner of Education shall allow the district to apply to the 180-day requirement established pursuant to **N.J.S.A. 18A:7F-9.a.,** one or more days of virtual or remote instruction provided to students on the day or days the schools of the district were closed if the program of virtual or remote instruction meets such criteria as may be established by the Commissioner. ~~Education.~~

The school district's program of virtual or remote instruction shall be in accordance with the provisions of N.J.S.A. 18A:7F-9; N.J.A.C. 6A:32-13.1.; this Policy; and Regulation 2425.

"Remote instruction" means the provision of instruction occurring when the student and the instructor are in different locations due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

"Virtual instruction" means the provision of active instruction when the student and the instructor are in different locations and instruction is facilitated through the internet and computer technologies due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall

be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

The Superintendent of Schools shall submit, with Board approval, the school district's program of virtual or remote instruction to the Commissioner of Education **annually. If the Board is unable to complete and submit a proposed program of virtual or remote instruction to the Commissioner in accordance with the timeline established by the Commissioner and the school district is required to close its schools for a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Commissioner of Education may retroactively approve the program.** ~~by no later than October 29, 2021 and annually thereafter.~~

If provided~~A day of virtual or remote instruction, if instituted~~ under the district's ~~Commissioner of Education's approved~~ program of virtual or remote instruction **that has been approved by**~~, shall be considered~~ the **Commissioner, student**~~equivalent of a full day of school~~ attendance **for a day of virtual or remote instruction shall be accounted for in accordance with N.J.A.C. 6A:32-8.4** for the purposes of meeting State and local graduation requirements, the awarding of course credit, and other ~~such~~ matters as determined by the Commissioner of Education **in accordance with the provisions of N.J.A.C. 6A:32-13.1.(d).**

Pursuant to N.J.A.C. 6A:32-13.1(b), if implemented by the Superintendent, the school district's ~~Any district~~ program of virtual or remote instruction **shall be provided to an enrolled student, whether a** ~~implemented for the~~ general education **student in preschool through grade twelve or a student with a disability aged three to twenty-one. The school district** ~~students~~ shall provide **students with a disability with** the same educational opportunities **provided to general**~~to students with disabilities. Special~~ education **students to the extent appropriate** and **practicable. Related**~~related~~ services~~, including speech language services, counseling services, physical therapy, occupational therapy, and behavioral services,~~ may be delivered to **general education students and** students with **a disability**~~disabilities~~ through the use of electronic communication or a virtual or online platform~~, and~~ as **appropriate**~~required by the student's Individualized Education Program (IEP), to the greatest extent practicable~~.

In the event the State or local health department determines it is advisable to close or mandates closure of the schools of the district due to a declared state of emergency,

declared public -health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction. The Superintendent shall consult with the Board prior to such decision, if practicable. The Superintendent shall ensure that students, parents, staff, and the Board are informed promptly of the Superintendent's decision.

Nothing in **N.J.S.A. 18A:7F-9.b., c., or d.;** ~~and~~ this Policy**; and Regulation 2425** shall be construed to limit, supersede or preempt rights, privileges, compensation, remedies, and procedures afforded to public employees or a collective bargaining unit under Federal or State law or any provision of a collective bargaining agreement entered into by the school district.

In the event of the closure of a school or the schools of the district due to a declared state of emergency, declared public -health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for a period longer than three consecutive school days:

1. **1.** District employees shall be entitled to compensation, benefits, and emoluments pursuant to the provisions of **N.J.S.A. 18A:7F-9.e.**(1) and (2).

2. **2.** The district shall continue to make payments of benefits, compensation, and emoluments pursuant to the terms of a contract with a contracted service provider in effect on the date of the closure as if the services for such benefits, compensation, and emoluments had been provided, and as if the school facilities had remained open pursuant to the provisions of **N.J.S.A.18A:7F-9.e.**(3).

3. **3.** The district shall be obligated to make payments for benefits, compensation, and emoluments and all payments required pursuant to N.J.S.A. 18A:6-51 *et seq.*, to an educational services commission, county special services school district, and a jointure commission, and under any shared services agreement and cooperative contract entered into with any other public entity pursuant to the provisions of **N.J.S.A. 18A:7F-9.e.**(4).

4. **4.** An educational services commission, county special services school district, and a jointure commission shall continue to make payments of benefits, compensation, and emoluments pursuant to the terms of a contract with a contracted service provider or a shared services agreement in effect on the date of the closure as if the services for such benefits, compensation, and emoluments had been provided, and as if the school facilities had remained open pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(4).

The provisions of N.J.S.A. 18A:7F-9.e.(1) through (4) **and 1 through 4 above** shall not apply to any employee whose weekly hours of work are reduced, and to whom unemployment benefits are provided, pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 *et seq.* A contracted service provider, educational services commission, county special services school district, or jointure commission shall notify the district with which it has entered into a contract to provide services of its intent to reduce the hours of work of its employees pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 *et seq.*

1. **1.** Notwithstanding the provisions of N.J.S.A. 18A:7F-9.e(3**) and 3. Above**, if a contracted service provider reduces the amount that it pays to its employees providing services to a school district, and that reduction is the result of a reduction of workhours of those employees made pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 *et seq.*, then the amount paid by the district to the contracted service provider shall be reduced by the same amount.

2. **2.** Notwithstanding the provisions of ~~N.J.S.A. 18A:7F-9.e~~**N.J.S.A. 18A:7F-9.e.(**~~.(~~4**) and 4. above,)**~~,~~ if an educational services commission, county special services school district, or jointure commission reduces the amount that it pays to its employees providing services to a school district, and that reduction is the result of a reduction of workhours of those employees made pursuant to a shared work program approved pursuant to the provisions of **N.J.S.A. 43:21-20.3** *et seq.*, then the amount paid by the district to the educational services commission, county special services school district, or jointure commission shall be reduced by the same amount.

This Policy may be revised as necessary by the Superintendent in accordance with N.J.S.A. 18A:7F-9. The school district's emergency virtual or remote instruction program shall be **posted prominently**~~available~~ on the school district's website.

POLICY GUIDE **Berkeley Heights Board of Education**

PROGRAM

2425 EMERGENCY VIRTUAL OR REMOTE INSTRUCTION PROGRAM

N.J.S.A. 18A:7F-9
N.J.A.C. 6A:32-2.1; 6A:32-8.4; 6A:32-13.1

Adopted: 11 November 2021

REGULATION GUIDE

R 2425 EMERGENCY VIRTUAL OR REMOTE INSTRUCTION PROGRAM

A. Definitions

1. "Remote instruction" means the provision of instruction occurring when the student and the instructor are in different locations due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

2. "Virtual instruction" means the provision of active instruction when the student and the instructor are in different locations and instruction is facilitated through the internet and computer technologies due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

B. Pursuant to N.J.A.C. 6A:32-13.1, if the State or local health department determines that it is advisable to close, or mandates closure of, the schools of a school district due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for more than three consecutive school days, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction, pursuant to N.J.S.A. 18A:7F-9.

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1. If implemented by the Superintendent, the school district's program of virtual or remote instruction shall be provided to an enrolled student, whether a general education student in preschool through grade twelve or a student with a disability aged three to twenty-one.

   a. The school district shall provide students with a disability with the same educational opportunities provided to general education students to the extent appropriate and practicable.

   b. Related services may be delivered to general education students and students with a disability through the use of electronic communication or a virtual or online platform, as appropriate.

2. The Board of Education may apply to the 180-day requirement established pursuant to N.J.S.A. 18A:7F-9.b., one or more days of virtual or remote instruction under the following conditions and in accordance with N.J.A.C. 6A:32-13.1(c)1. through 4. and B.2.a. through d. below:

   a. Virtual or remote instruction is provided to students on the day(s) that some or all of the programs of instruction of the district were closed to in-person instruction;

   b. The virtual or remote instruction meets the Commissioner-established criteria for the occurrence of one of the events at N.J.A.C. 6A:32-13.1(b) and B. above;

   c. The school district's program of virtual or remote instruction:

      (1) Explains, to the greatest extent possible, the equitable delivery of, and access to, virtual and remote instruction, including descriptions of the following:

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(a) The design of synchronous and/or asynchronous virtual or remote learning plans that will maximize student growth and learning;

(b) How the school district will continuously measure student growth and learning in a virtual or remote instruction environment; and

(c) The school district's plan for measuring and addressing any ongoing digital divide issue(s), including a lack of access to the internet, network access, or devices;

(2) Addresses the needs of students with disabilities and includes descriptions of the following:

(a) The delivery of virtual or remote instruction in order to implement, to the greatest extent possible, students' individualized education programs (IEPs), including material and platform access;

(b) The methods used to document IEP implementation, including the tracking of student progress, accommodations, and modifications;

(c) How case managers follow up with parents to ensure services are implemented, to the greatest extent possible, in accordance with IEPs; and

(d) How the school district plans to conduct IEP meetings, evaluations, and other meetings to identify, evaluate, and/or reevaluate students with disabilities;

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(3) Addresses the needs of English language learners (ELLs) and includes descriptions of the following:

(a) How the school district includes an English as a Second Language and/or bilingual education program aligned with State and Federal requirements to meet the needs of ELLs;

(b) The process to communicate with parents of ELLs, including providing translation materials, interpretative services, and information available at the parent's literacy level;

(c) The use of instructional adaptations, for example, differentiation, sheltered instruction, Universal Design for Learning, access to technology, and strategies to ensure that ELLs access the same standard of education as non-ELL peers; and

(d) The training for teachers, administrators, and counselors to learn strategies related to culturally responsive teaching and learning, social-emotional learning, and trauma-informed teaching for students affected by forced migration from their home country;

(4) Accounts for student attendance in accordance with N.J.A.C. 6A:32-13.1(d) and B.3. below and include the following:

(a) A description or copy of the school district's attendance policies, including how the school district will determine whether a student is present or absent during virtual or

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remote instruction, and how a student's attendance will factor into promotion, retention, graduation, discipline, and any other decisions that will reflect the student's performance;

(5) Describes how the school district is communicating with the parents when a student is not participating in virtual or remote instruction and/or submitting assignments;

(6) Includes a plan for the continued safe delivery of meals to eligible students;

(7) Includes an outline of how buildings will be maintained throughout an extended period of closure; and

(8) Includes district-specific factors, including, but not limited to, considerations for Title I extended learning programs, 21st Century Community Learning Center Programs, credit recovery, other extended student learning opportunities, accelerated learning, and social and emotional health of staff and students, transportation, extra-curricular programs, childcare, and community programming; and

d. The Board of Education submitted a proposed program of virtual or remote instruction to the Commissioner annually.

(1) If the Board is unable to complete and submit a proposed program annually in accordance with the timeline established by the Commissioner, and the school district is required to close its schools for a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Commissioner may retroactively approve the program.

PROGRAM

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3. If provided under the Board's program that has been approved by the Commissioner, student attendance for a day of virtual or remote instruction shall be accounted for in accordance with N.J.A.C. 6A:32-8.4 for the purpose of meeting State and local graduation requirements, the awarding of course credit, and other matters as determined by the Commissioner.

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3142 NONRENEWAL OF NONTENURED TEACHING STAFF MEMBER

The Board of Education recognizes its obligation to employ only those staff members best trained and equipped to meet the educational needs of the students of this district. The Board shall discharge that obligation by retaining in service only those nontenured teaching staff members who meet those standards. The Board will renew the employment contract of a nontenured teaching staff member only upon the recommendation of the Superintendent and by a recorded roll call majority vote of the full membership of the Board. The Board shall not withhold its approval for arbitrary and capricious reasons. A nontenured teaching staff member who is not recommended for renewal by the Superintendent is deemed nonrenewed.

When the nontenured teaching staff member's performance does not meet the standards of the school district, the Superintendent shall recommend not to renew the teaching staff member's contract. Prior to notifying the nontenured teaching staff member of the nonrenewal, the Superintendent will notify the Board of the recommendation not to renew the nontenured teaching staff member's contract and the reasons for the recommendation. The Superintendent may notify the Board in a written notice or in executive session at a full Board Meeting. In the event the Board is notified in executive session, the Superintendent will comply with the requirements of the Open Public Meetings Act and provide reasonable notice to the nontenured teaching staff member their employment will be discussed in executive session in order for the nontenured teaching staff member to exercise their statutory right to request a public discussion.

On or before May 15 of each year, each nontenured teaching staff member continuously employed by a Board of Education since the preceding September 30 shall receive a written notice from the Superintendent that such employment will not be offered if the Superintendent recommends the nontenured teaching staff member not be renewed. Any nontenured teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within fifteen calendar days thereafter, request in writing a statement of the reasons for such non-employment which shall be given to the nontenured staff member in writing within thirty calendar days after the receipt of such request.

Whenever the nontenured teaching staff member has requested in writing and received a written statement of reasons for non-reemployment pursuant to N.J.S.A. 18A:27-3.2, the nontenured teaching staff member may request in writing an informal appearance before the Board. The written request shall be submitted to the Board within ten calendar days of the nontenured teaching staff member's receipt of the Board's statement of reasons. The informal appearance shall be scheduled within thirty calendar days from the nontenured teaching staff member's receipt of the Board's statement of reasons.

The Board is not required to offer reemployment or vote on reemployment after an informal appearance with a nontenured teaching staff member who was not recommended for reemployment by the Superintendent. The Board may, with a majority vote of its full membership in public session and without the recommendation of the Superintendent, offer the nontenured teaching staff member reemployment after the informal appearance before the Board.

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Within three working days following the informal appearance, the Board shall notify the affected nontenured teaching staff member, in writing, of its final determination.

N.J.S.A. 18A:27-3.1; 18A:27-3.2; 18A:27-4.1;
18A:27-10 et seq.
N.J.A.C. 6A:10-9.1

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3144 CERTIFICATION OF TENURE CHARGES

~~The Board of Education will challenge the continued employment of any tenured teaching staff member who demonstrates inefficiency in the performance of his or her duties, is incapable of performing those duties, violates by unbecoming conduct the public trust placed with employees of this district, or by other means demonstrates unfitness for district employment. When charges are filed against a tenured teaching staff member by any person, the Board shall determine the gravity of the charges and the probity of supporting evidence in accordance with the law and these guidelines.~~

~~1. Charges may be instituted against a tenured teaching staff member of the district by any person by filing with the Board Secretary a written statement, signed by the charging person, that sets forth the specific charges and the statutory ground on which each is based. The statement of charges must be accompanied by a written statement of evidence made under oath in support of the charges. The Board Secretary shall promptly notify the Superintendent and the Board President that such charges have been filed.~~

~~2. Where the charges allege incapacity, unbecoming conduct, or good cause other than inefficiency, a copy of the charges and a copy of the statement of evidence shall, within seventy-two hours of the time charges have been field with the Board Secretary, be served on the charged employee together with a letter offering the employee the opportunity of submitting to the Board Secretary a written statement of position and a written statement of evidence under oath, provided that such statements are filed with the Board Secretary no later than fifteen days after the date on which the charges were served on the employee.~~

~~3. Where the charge alleges inefficiency, the following actions will be taken:~~

~~a. A copy of the charges and a copy of the statement of evidence shall, within seventy-two hours of the time charges have been filed with the Board Secretary, be served on the charged employee together with a letter informing the employee that, unless the specified inefficiencies are corrected within a specified improvement period of ninety or more days, the Board shall certify those charges of inefficiency to the Commissioner of Education.~~

~~b. At the same time, the employee's professional improvement plan will be revised to address the specific charges of inefficiency and to assist the employee toward improvement within the specified period.~~

~~c. The employee's performance will be observed and evaluated over the improvement period, excluding summer vacation, by a team of administrators.~~

~~d. At the conclusion of the specified improvement period, the Superintendent shall report to the Board an assessment of the employee's progress.~~

~~e. Thereafter, the Board will determine in private session whether the employee has corrected all of the inefficiencies originally charged. If all the charged inefficiencies have been corrected, the~~

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~~Board shall advise the employee within thirty days of the end of the improvement period that the charges are withdrawn. If the Board finds that any or all charged inefficiencies have not been corrected, the Board Secretary shall serve the employee, within thirty days of the end of the improvement period, a copy of the charges and a copy of the statement of evidence together with a letter offering the employee the opportunity of submitting to the Board Secretary a written statement of position and a written statement of evidence under oath, provided that such statements are filed with the Board Secretary no later than fifteen days after the date on which the charges were served on the employee.~~

~~4. Within forty-five days of the time the employee files written statements of position and evidence or the expiration of the fifteen day period within which the employee may submit such statements, whichever first occurs, the Board shall meet in private session to determine, by a majority of the full Board, (a) whether the charges, if true, are sufficiently serious to warrant the imposition of sanctions by the Commissioner and (b) whether there is probable cause to credit the evidence in support of the charges.~~

~~5. If the Board determines to certify charges against the employee, the Board Secretary will file the charges and a certificate of determination with the Commissioner of Education and serve notice of such certification on the employee in accordance with rules of the State Board of Education.~~

~~6. If no action is taken with regard to the charges within the requisite periods of time set forth in this policy, the charges will be considered dismissed and no further action may be taken on them. The charged employee will be promptly notified whenever charges are dismissed by Board action or inaction.~~

~~N.J.S.A. 18A:8.3; 18A:6-10; 18A:6-11; 18A:6-13; 18A:6-14; 18A:6-16~~

~~N.J.A.C. 6A:3-5.1; 6A:3-5.2; 6A:3-5.3; 6A:3-5.5~~

Tenure charges may be instituted against a tenured staff member of the district in accordance with the provisions of N.J.A.C. 6A:3-5.1 et seq. In all instances of the filing and certification of tenure charges, except charges filed against a teacher, Principal, Assistant Principal, or Vice Principal for reasons of inefficiency pursuant to N.J.S.A. 18A:6-17.3, the procedures and timelines outlined in N.J.A.C. 6A:3-5.1(b) shall be observed. In the event the tenure charges are charges of inefficiency pursuant to N.J.S.A. 18A:6-17.3, except in the case of Principals, Assistant Principals, and Vice Principals in school districts under full State intervention, where procedures are governed by the provisions of N.J.S.A. 18A:7A-45 and such rules as may be promulgated to implement it, the procedures and timelines outlined in N.J.A.C. 6A:3-5.1(c) shall be observed.

Filing and service of petition of appeal as outlined in N.J.A.C. 6A:3-1.3, shall not apply in a case of charges filed with the Commissioner of Education against an employee of a Board of Education or of a school district under full State intervention. In place of the usual petition, the Board of Education or the State District Superintendent shall file written charges and the required certificate of determination with the Commissioner together with the name of

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the attorney who is anticipated for administrative purposes will be representing the Board of Education or State District Superintendent and proof of service upon the employee and the employee's representative, if known. Such service shall be at the same time and in the same manner as the filing of charges with the Commissioner.

In accordance with N.J.S.A. 34:13A-24, fines and suspensions imposed as minor discipline shall not constitute a reduction in compensation pursuant to the provisions of N.J.S.A. 18A:6-10 where the negotiated agreement between the Board of Education and the majority representative of the employees in the appropriate collective bargaining unit provides for such discipline. In these cases, tenure charges shall not be filed to impose minor discipline on a person serving under tenure.

The Board of Education or the State District Superintendent shall determine whether there is probable cause to credit the evidence in support of the charges and whether such charges, if credited, are sufficient to warrant a dismissal or reduction of salary. Pursuant to N.J.S.A. 18A:6-11, all deliberations and actions of the Board of Education with respect to such charges shall take place at a closed/executive session meeting. In the event the Board of Education or the State District Superintendent finds probable cause exists and that the charges, if credited, are sufficient to warrant a dismissal or reduction of salary, then the Board or the State District Superintendent shall file, within fifteen days, written charges with the Commissioner. The charge(s) shall be stated with specificity as to the action or behavior underlying the charges or the nature of the alleged inefficiency and shall be accompanied by the required certificate of determination together with the name of the attorney who is anticipated for administrative purposes will be representing the Board of Education or State District Superintendent and proof of service upon the employee and the employee's representative, if known. Such service shall be at the same time and in the same manner as the filing of charges with the Commissioner.

The certificate of determination that accompanies the written charges shall contain a certification by the Board Secretary or the State District Superintendent including that a determination was made of the charges and the evidence in support of the charges are sufficient, if true in fact, to warrant dismissal or a reduction in salary; of the date, place, and time of the meeting at which such determination was made and whether or not the employee was suspended and, if so, whether such suspension was with or without pay; that such determination was made by a majority vote of the whole number of members of the Board of Education or by the State District Superintendent in accordance with N.J.S.A. 18A:7A-39.

An individual against whom tenure charges are certified shall file a written response to the charges in accordance with the provisions of N.J.A.C. 6A:3-5.3 et seq. The Commissioner shall determine whether such charge(s) are sufficient, if true, to warrant dismissal or reduction in salary in accordance with the provisions of N.J.A.C. 6A:3-5.5. Any withdrawal, settlement, or mooting of tenure charges shall be in accordance with the provisions of N.J.A.C. 6A:3-5.6.

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Certification of tenure charges for Charter School employees shall be governed by N.J.A.C. 6A:11-6.1 et seq.

N.J.S.A. 18A:6-8.3; 18A:6-10; 18A:6-11;
18A:6-13; 18A:6-14;
18A:6-16; 18A:25-6; 18A:25-7
N.J.A.C. 6A:3-5.1; 6A:3-5.2; 6A:3-5.3; 6A:3-5.5;
6A:3-5.6

~~; 6A:3-5.6~~

Adopted: 11 February 1991

Revised: 17 May 2001, 3 March 2011

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3144.3 SUSPENSION UPON CERTIFICATION OF TENURE CHARGE

Upon certification of any tenure charge to the Commissioner of Education, the Board of Education may suspend the person against whom such charge is made, with or without pay. However, if the determination of the tenure charge by the arbitrator is not made within one hundred twenty calendar days after certification of the tenure charges, excluding all delays which are granted at the request of such person, then the full salary (except for said one hundred and twenty days) of such person shall be paid beginning on the one hundred twenty-first day until such determination is made.

Should the tenure charge be dismissed at any stage of the process, the person shall be reinstated immediately with full pay from the first day of such suspension. Should the tenure charge be dismissed at any stage of the process and the suspension be continued during an appeal, then the full pay or salary of such person shall continue until the determination of the appeal. However, the Board of Education shall deduct from said full pay or salary any sums received by such employee or officers by way of pay or salary from any substituted employment assumed during such period of suspension.

Should the charge be sustained on the original hearing or an appeal, and should such person appeal from the same, then the suspension may be continued unless and until such determination is reversed, in which event the employee or officer shall be reinstated immediately with full pay from the date of such suspension.

N.J.S.A. 18A:6-14

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5722 STUDENT JOURNALISM (M)

M

The Board of Education believes it is important to afford students the opportunity to exercise their creativity, passion, and constitutionally-protected freedom of speech. However, the Board also believes this opportunity must be balanced between ensuring students have the right to speak freely while also preserving the ability of district staff to maintain the safe and orderly operation of the school district. The Board adopts this Policy granting students the right to exercise freedom of speech and of the press in accordance with N.J.S.A. 18A:36-44 and N.J.S.A. 18A:36-45.

For the purpose of this Policy, the following terms shall mean:

"Prior restraint" means a school official informing a student journalist(s) the news, opinion, feature, and advertising content of school-sponsored media, subject to the restrictions listed in N.J.S.A. 18A:36-45.b., N.J.S.A. 18A:36-45.c., and the provisions of this Policy, cannot be published in school-sponsored media or a school official takes any action to prevent a student from doing so.

"Prior review" means a school official reviewing school sponsored media before it is published, broadcast by a student journalist at school or distributed, or generally made available to members of the student body.

"School official" means the Principal or designee or an administrative staff member designated by the Superintendent.

"School-sponsored media" means any material that is prepared, substantially written, published, or broadcast by a student journalist at school, distributed or generally made available to members of the student body, and prepared under the direction of a student media advisor. School-sponsored media does not include media intended for distribution or transmission solely in the classroom in which the media is produced.

"Student journalist" means a student who gathers, compiles, writes, edits, photographs, records, or prepares information for dissemination in school-sponsored media.

"Student media advisor" means an individual employed, appointed, or designated by the district to supervise or provide instruction relating to school-sponsored media.

Student journalists have the right to exercise freedom of speech and of the press in school-sponsored media, regardless of whether the media is supported financially by the district or by use of school district facilities, or produced in conjunction with a class in which the student is enrolled. Subject to 1. through 5. below, student journalists are responsible for determining the news, opinion, feature, and advertising content of school-sponsored media. N.J.S.A. 18A:36-

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45.b. and this Policy shall not be construed to prevent student media advisors from teaching professional standards of English and journalism to student journalists.

This Policy does not authorize or protect expression by a student that:

1. Is libelous or slanderous;

2. Constitutes an unwarranted invasion of privacy;

3. Is profane or obscene;

4. Violates Federal or State law; or

5. So incites students as to create a clear and present danger of the commission of an unlawful act, the violation of school district policies, or the material and substantial disruption of the orderly operation of the school.

The district shall not authorize any prior restraint of any school-sponsored media except for the types of expression prohibited under N.J.S.A. 18A:36-45.c. and as listed in 1. through 5. above.

A school official may implement a procedure for prior review of school-sponsored media. Any prior review of school-sponsored media required by the school official shall be communicated to the student journalist by the school official and be conducted within three school days after submission to the school official by the student journalist. If the school official cannot show the school-sponsored media is prohibited under N.J.S.A. 18A:36-45.c. and 1. through 5. above, within the three school days, the student journalist may release the school-sponsored media.

When a school official determines the restraint of student expression is necessary, the school official shall simultaneously identify at least one of the five prohibitions listed in 1. through 5. above under N.J.S.A. 18A:36-45.c. and in this Policy under which the limitation of student expression is appropriate. This determination shall be provided to the student journalist in writing by the school official that made the determination.

A student journalist may appeal, to the Superintendent or designee, a determination by a school official that the restraint of student expression is necessary. An appeal must be submitted in writing to the Superintendent or designee within five school days of the written determination being communicated to the student journalist. The appeal must include a copy of the written determination and the reasons why the student journalist believes the limitation is not appropriate. The Superintendent or designee may, but is not required to, provide the student journalist an opportunity to present their written appeal in person. The Superintendent or designee will make a determination on the appeal within five school days of receiving the written appeal from the student journalist. The student journalist may appeal a decision of the Superintendent or designee to the Board of Education in writing. The Board of Education will make a decision on the appeal at the first Regular Board Meeting after receiving the written appeal or within ten school days after receiving the written appeal.

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A student journalist that violates a provision of this Policy may be subject to appropriate discipline.

The school district shall not sanction a student operating as an independent journalist.

A staff member shall not be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under N.J.S.A. 18A:36-44 and N.J.S.A. 18A:36-45 and this Policy, or refusing to infringe upon conduct that is protected by this Policy, the First Amendment to the United States Constitution, or paragraph 6 of Article I of the New Jersey Constitution.

The Superintendent or designee shall determine reasonable provisions for the time, place, and manner of student expression for the purposes of school-sponsored media.

N.J.S.A. 18A:36-44; 18A:36-45

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R 1570 INTERNAL CONTROLS (M)

M

A. Segregation of Business Duties and Organizational Structure

1. The school district shall evaluate business processes annually and allocate available resources appropriately in an effort to establish a strong control environment.

2. The School Business Administrator/Board Secretary shall identify processes that when performed by the same individuals are a violation of sound segregation of duties. The School Business Administrator/Board Secretary shall segregate the duties of all such processes among Business office staff based on available district resources, assessed vulnerability and the associated cost-benefit, except as required by a. and b. below.

   a. The functions of human resources and payroll shall be segregated and completed by different employees in all districts.

   b. The functions of purchasing and accounts payable shall be segregated and completed by different employees in all districts.

3. The district shall include in the Comprehensive Annual Financial Report (CAFR) a detailed organizational chart for the Central Office that tie to the district's position control logs, including but not limited to, the business, human resources, and information management functions.

B. Standard Operating Procedures (SOPs) for Business Functions

1. The school district shall establish SOPs for each task or function of the business operations of the district by December 31, 2009.

2. The SOP Manual shall include sections on each routine task or function of the following areas:

   a. Accounting including general ledger, accounts payable, accounts receivable, payroll and fixed assets, and year-end procedures for each;

   b. Cash management;

   c. Budget development and administration including tasks such as authorization of transfers and overtime;

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d. Position control;

e. Purchasing including such tasks as preparation of requisitions, approval of purchase orders and encumbering of funds, bid and quote requirements, and verification of receipt of goods and services;

f. Facilities including administration of work and health and safety;

g. Security;

h. Emergency preparedness;

i. Risk management;

j. Transportation;

k. Food service;

l. Technology systems; and

m. Information management.

3. A standard operating procedure shall be established that ensures office supplies are ordered in appropriate quantities, maintained in appropriate storage facilities, and monitored to keep track of inventory.

C. Financial and Human Resource Management Systems, Access Controls

1. School districts with budgets in excess of $25,000,000 or with more than 300 employees shall maintain an Enterprise Resource Planning (ERP) System which integrates all data and processes of the school district into a unified system. The ERP system shall use multiple components of computer software and hardware and a unified database to store data for the various system modules to achieve the integration.

   a. Districts affected by C.1. above that do not have an ERP system in place on July 1, 2008 shall fully implement one by the 2010-2011 school year and maintain both the existing system(s) and run a beta test ERP system during the 2009-2010 school year.

2. Whenever considering financial systems or the automation of other services or functions, the Superintendent of Schools or School Business Administrator/Board Secretary shall notify the Executive County Superintendent in writing to see if opportunities for a shared service system exist.

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3. Access controls shall be established for key elements of financial systems to ensure that a single person does not have the ability to make system edits that would violate segregation of duties controls.

   a. The process for creating, modifying, and deleting user accounts shall include the use of user access request forms.

   b. All requests for financial applications shall be approved and specified by the School Business Administrator/Board Secretary.

   c. All requests for network access shall be granted by the head of the technology department, if one exists.

   d. A review of user access shall be conducted yearly at a minimum by the relevant department managers and an audit trail should be maintained to verify the performance of this review.

   e. Access to the network and key applications within a district shall be restricted to authorized users through the use of unique user names and passwords.

   f. Proper protocols shall be implemented that appropriately address password expiration and complexity.

D. Personnel Tracking and Accounting

1. The school district shall maintain an accurate, complete, and up-to-date automated position control roster to track the actual number and category of employees and the detailed information for each. Districts are required to maintain a position control roster by December 31, 2009. The position control roster shall:

   a. Share a common database and be integrated with the district's payroll system;

   b. Agree to the account codes in the budget software;

   c. Ensure that the data within the position control roster system includes, at a minimum, the following information:

      (1) The employee's name;

      (2) The date of hire;

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(3) A permanent position tracking number for each employee including:

(a) The expenditure account codes for the general fund consistent with the State prescribed budget, special revenue fund and enterprise funds;

(b) The building(s) the position is assigned;

(c) The certification title and endorsement held, as applicable;

(d) The assignment position title as follows:

i. Superintendent or Chief School Administrator;

ii. Assistant Superintendent;

iii. School Business Administrator;

iv. Board Secretary (when other than i., ii., or iii. above);

v. Principal;

vi. Vice Principal;

vii. Director;

viii. Supervisor;

ix. Facilitator;

x. Instructional Coach by Subject Area;

xi. Department Chairperson by Subject Area;

xii. Certificated Administrator –

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Other;

xiii. Guidance;

xiv. Media Specialist/ Librarian;

xv. School Nurse;

xvi. Social Worker;

xvii. Psychologist;

xviii. Therapist – OT;

xix. Therapist – PT;

xx. Therapist – Speech;

xxi. Certificated Support Staff – Other;

xxii. Teacher by Subject Area;

xxiii. Instructional Assistants;

xxiv. Certificated Instructional-Other;

xxv. Aides supported by IEP;

xxvi. Other Aides;

xxvii. Maintenance Worker;

xxviii. Custodian;

xxix. Bus Driver;

xxx. Vehicle Mechanic;

xxxi. Food Service; and

xxxii. Other Non-certificated.

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(4) A control number for substitute teachers;

(5) A control number for overtime;

(6) A control number for extra pay;

(7) The status of the position (filled, vacant, abolished, etc.);

(8) An indication, when available, of whether the employee is retiring in the budget year or not being renewed including associated costs such as contractual buyouts, severance pay, paid vacation or sick days, etc;

(9) Each of the following: base salary, step, longevity, guide, stipends by type, overtime and other extra compensation;

(10) The benefits paid by the district, net of employee reimbursements or co-pays, by type of benefit and for FICA and Medicare;

(11) The position's full-time equivalent value by location;

(12) The date the position was filled; and

(13) The date the position was originally created by the Board. If the date the position was originally created is not available, this item shall represent the date the person currently filling that position was approved by the Board.

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R 2431.1 EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC ACTIVITY (M)

M

A. Definitions

1. "Athletic Activity" means interscholastic athletics; an athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with a school district or nonpublic school, including cheerleading and club-sponsored sports activities; and any practice or interschool practice or scrimmage for those activities.

2. "Health personnel" means the school nurse, the school medical inspector, the designated team doctor, a licensed physician, the licensed athletic trainer, and members of the first aid squad or ambulance team.

3. "Parent" means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s) or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

B. Precautions

1. All coaches, including assistant coaches, and all staff who supervise sports and other athletic activity will be trained in first aid to include sports-related concussions and head injuries, the identification of injured and disabled student athletes, and any other first aid procedures required by statute, administrative code, or by the Superintendent.

2. Athletic coaches or supervising staff members are responsible at all times for the supervision of students to whom they have been assigned. Students shall not be left unattended at any time.

3. Students who participate in athletic competition shall be trained in proper athletic procedures, in the proper use of athletic equipment, and in the proper use of protective equipment and clothing.

4. Student athletes shall be required to report promptly to the athletic coach or supervising staff member any injury occurring to the student himself/herself or to another student.

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5. First aid supplies and equipment shall be readily available at all athletic activities and shall be maintained in proper condition.

6. First aid and emergency medical procedures will utilize universal precautions in handling blood and body fluids as indicated in Policy and Regulation No. 7420 and Regulation No. 7420.1.

7. Health personnel, including but not limited to, the licensed athletic trainer, school/team physician, and ambulance/first aid squad may be present at athletic activities and events as determined by the Superintendent.

C. Emergency Action Plan and Procedures

1. The Board of a school district with any of the grades six through twelve shall establish and implement an emergency action plan for responding to a serious or potentially life-threatening sports-related injury in accordance with N.J.S.A. 18A:40-41.11. The plan shall document the proper procedures to be followed when a student sustains a serious injury while participating in sports or other athletic activity. The plan shall be specific to the activity site, and shall be developed in consultation with local emergency medical services personnel in accordance with N.J.S.A. 18A:40-41.11.

2. The following emergency action plan shall be established and implemented whenever a student is seriously injured when participating in sports or other athletic activity. The emergency action plan shall include the following:

   a. A list of the employees, team coaches, and licensed athletic trainers in each school who are trained in first aid or cardio-pulmonary resuscitation;

   b. Identification of the employees, team coaches, or licensed athletic trainers in each school who will be responsible for carrying out the emergency action plan and a description of their respective responsibilities;

   c. Identification of the activity location or venue;

   d. Identification of the equipment and supplies that may be needed to respond to the emergency, including the location of each item; and

   e. A description of the proper procedures to be followed after a student sustains a serious or life threatening sports-related injury including, but not limited to, responding to the injured student, summoning emergency medical care, assisting emergency responders in getting to the injured student, and documenting the actions taken during the emergency.

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3. The emergency action plan shall be reviewed annually and updated as necessary. The plan shall be rehearsed annually in each school by the individuals who will be responsible for executing the plan in an emergency pursuant to N.J.S.A. 18A:40-41.11.

4. The proper procedures to be followed after a student sustains a serious or life-threatening sports-related injury while participating in sports or other athletic activity shall include, but not be limited to, the following components:

   a. The athletic coach or supervising staff member shall immediately notify the health personnel present at the activity and the health personnel shall assume responsibility for the emergency treatment of the student.

   b. If no health personnel are present, or if none can be immediately summoned to the student's aid, the athletic coach or supervising staff member shall administer such first aid as may be necessary.

   c. If the student's injury requires more than routine first aid, the athletic coach or supervising staff member shall:

      (1) Summon emergency personnel by calling 911; or

      (2) Arrange for the student's transportation to the nearest hospital or the office of the school physician.

   d. The athletic coach or supervising staff member shall promptly notify the Building Principal, the Superintendent, and the student's parent(s) of the student's injury and the condition and location of the student.

   e. An injured student who has been transported away from school premises must be accompanied by the athletic coach or supervising staff member, a member of the athletic department, a health professional, or other responsible adult known to the athletic coach or supervising staff member.

5. These emergency procedures may be followed when the injured student is a member of a visiting team or district. In the event the visiting team has health personnel or staff members present, every effort shall be made to cooperate with the health personnel and/or staff of the district in which the student is enrolled.]

D. Non-Serious or Non-Life-Threatening Injuries During an Athletic Program or Activity

The Superintendent or designee shall prepare procedures for responding to a non-serious or non-life-threatening injury sustained by a student while participating in sports or other

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athletic activity. These procedures shall be reviewed annually and updated as necessary and shall be disseminated to appropriate staff members.

E. Reports

1. The athletic coach or supervising staff member shall complete and file a report of every injury that occurs to a student in the course of his/her participation in sports or other athletic activity regardless of the severity of the injury. The report shall include:

   a. The date of the incident;

   b. The name, age, and grade level of each injured student;

   c. The district in which the student is enrolled;

   d. The name and district of each student involved in the incident;

   e. A narrative account of the incident;

   f. A detailed description of the injury;

   g. The treatment given on school premises and the names of the health personnel, if any, who treated the student;

   h. The place, if any, to which the student was taken and the persons who accompanied the student; and

   i. How the notice was provided to the student's parent(s).

2. Copies of the report shall be filed with the school nurse and the Building Principal within twenty-four hours or by the end of the next school day after the incident.

3. The Building Principal shall report the incident to the Superintendent, who may report the incident to the Board.

4. A copy of each report of an incident of student injury that occurs in the course of the sport or other athletic activity shall be maintained by the Principal or designee, who shall analyze reports for patterns that indicate a need for revision of the district's safety and/or athletics program. The Principal or designee shall report the findings of his/her analysis to the Superintendent on an annual basis.

5. The parent(s) of each injured student will be given assistance in the completion and filing of insurance claim forms.

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F. Readmission to Athletic Activities

A student who sustains a serious or potentially life-threatening injury while participating in a sport or other athletic activity will be permitted to resume participation upon submission of written medical clearance from the student's medical home, which shall be subject to review by school district health personnel. Written notice of that determination, approved by the school health personnel as appropriate, shall be given to the student's parent(s).

The prevention and treatment of suspected sports-related concussions and head injuries shall be in accordance with the provisions of N.J.S.A. 18A:40-41.1 et seq. and Policy and Regulation 2431.4.

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R 2431.2 MEDICAL EXAMINATION PRIOR TO PARTICIPATION ON A SCHOOL-SPONSORED INTERSCHOLASTIC OR INTRAMURAL TEAM OR SQUAD (M)

M

Students are required to receive medical examinations in accordance with the provisions of N.J.S.A. 18A:40-41.7 and N.J.A.C. 6A:16-2.2(f) and (h). Each student medical examination shall be conducted at the medical home of the student. If a student does not have a medical home, the school district shall provide the examination at the school physician's office or other comparably equipped facility.

The school district shall ensure students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(h) and prior to participation on a school-sponsored interscholastic or intramural team or squad for students in grades six through twelve.

A. Required Medical Examination

1. The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season and shall be conducted by a licensed physician, advanced practice nurse (APN), or physician assistant (PA).

2. The physical examination shall be documented using the Preparticipation Physical Evaluation (PPE) form developed jointly by the American Academy of Family Physicians, American Academy of Pediatrics, American College of Sports Medicine, American Medical Society for Sports Medicine, American Orthopaedic Society for Sports Medicine, and American Osteopathic Academy of Sports Medicine and is available online at,

   http://www.state.nj.us/education/students/safety/health/records/athleticphysicalsform.pdf

   in accordance with N.J.S.A. 18A:40-41.7.

   a. Prior to performing a preparticipation physical examination, the licensed physician, APN, or PA who performs the student-athlete's physical examination shall complete the Student-Athlete Cardiac Screening professional development module and shall sign the certification statement on the PPE form attesting to the completion, pursuant to N.J.S.A. 18A:40-41.d.

      (1) If the PPE form is submitted without the signed certification statement and the school district has confirmed that the licensed physician, APN, or PA from the medical home did not complete the module, the student-athlete's parent may obtain a physical

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examination from a physician who can certify completion of the module or request that the school physician provides the examination.

b. The medical report shall indicate if a student is allowed or not allowed to participate in the required sports categories and shall be completed and signed by the original examining physician, APN, or PA.

c. An incomplete form shall be returned to the student's medical home for completion unless the school nurse can provide documentation to the school physician that the missing information is available from screenings completed by the school nurse or physician within the prior 365 days.

3. Each student whose medical examination was completed more than ninety days prior to the first day of official practice in an athletic season shall provide a health history update questionnaire completed and signed by the student's parent. The completed health history update questionnaire shall include information listed below as required by N.J.S.A. 18A:40-41.7.b. The completed health history update questionnaire shall be reviewed by the school nurse and, if applicable, the school athletic trainer and shall include information as to whether, in the time period since the date of the student's last preparticipation physical examination, the student has:

a. Been advised by a licensed physician, APN, or PA not to participate in a sport;

b. Sustained a concussion, been unconscious, or lost memory from a blow to the head;

c. Broken a bone or sprained, strained, or dislocated any muscles or joints;

d. Fainted or blacked out;

e. Experienced chest pains, shortness of breath, or heart racing;

f. Had a recent history of fatigue and unusual tiredness;

g. Been hospitalized, visited an emergency room, or had a significant medical illness;

h. Started or stopped taking any over the counter or prescribed medications; or

i. Had a sudden death in the family, or whether any member of the student's family under the age of fifty has had a heart attack or heart trouble.

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4. The school district shall provide to the parent written notification signed by the school physician stating approval of the student's participation in athletics based upon the medical report or the reasons for the school physician's disapproval of the student's participation.

5. The Board of Education will not permit a student enrolled in grades six to twelve to participate on a school-sponsored interscholastic or intramural team or squad unless the student submits a PPE form signed by the licensed physician, APN, or PA who performed the physical examination and, if applicable, a completed health history update questionnaire, pursuant to N.J.S.A. 18A:40-41.7.c.

B. Sudden Cardiac Arrest Pamphlet

The school district shall distribute to a student participating in or desiring to participate in an athletic activity and the student's parent, each year and prior to participation by the student in an athletic activity, the sudden cardiac arrest pamphlet developed by the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:40-41.

1. A student and his or her parent shall, each year and prior to the participation of the student in an athletic activity, sign and return to the student's school the form developed by the Commissioner acknowledging the receipt and review of the information pamphlet, pursuant to N.J.S.A. 18A:40-41.d.

2. The Commissioner shall distribute the pamphlet, at no charge, to all school districts and nonpublic schools, pursuant to N.J.S.A. 18A:40-41.b.

3. "Athletic activity" for the purposes of N.J.S.A. 18A:40-41 means: interscholastic athletics; an athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with a school district or nonpublic school, including cheerleading and club-sponsored sports activities; and any practice or interschool practice or scrimmage for those activities.

C. Use and Misuse of Opioid Fact Sheet

The school district shall annually distribute to the parents of student-athletes participating in an interscholastic sports program or cheerleading program the educational fact sheet developed by the Commissioner of Education concerning the use and misuse of opioid drugs in the event that a student-athlete or cheerleader is prescribed an opioid for a sports-related injury in accordance with the provisions of N.J.S.A. 18A:40-41.10.

1. The district shall distribute the educational fact sheet annually to the parents of student-athletes and cheerleaders and shall obtain a signed acknowledgment of the

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receipt of the fact sheet by the student-athlete or cheerleader and his or her parent pursuant to N.J.S.A. 18A:40-41.10(b).

2. The fact sheet and sign-off sheet shall be distributed and the sign-off sheet shall be completed and returned to the school annually prior to the student-athlete's or cheerleader's first official practice of the school year.

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R 2431.2 MEDICAL EXAMINATION PRIOR TO PARTICIPATION ON A SCHOOL-SPONSORED INTERSCHOLASTIC OR INTRAMURAL TEAM OR SQUAD (M)

M

Students are required to receive medical examinations in accordance with the provisions of N.J.S.A. 18A:40-41.7 and N.J.A.C. 6A:16-2.2(f) and (h). Each student medical examination shall be conducted at the medical home of the student. If a student does not have a medical home, the school district shall provide the examination at the school physician's office or other comparably equipped facility.

The school district shall ensure students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(h) and prior to participation on a school-sponsored interscholastic or intramural team or squad for students in grades six through twelve.

A. Required Medical Examination

1. The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season and shall be conducted by a licensed physician, advanced practice nurse (APN), or physician assistant (PA).

2. The physical examination shall be documented using the Preparticipation Physical Evaluation (PPE) form developed jointly by the American Academy of Family Physicians, American Academy of Pediatrics, American College of Sports Medicine, American Medical Society for Sports Medicine, American Orthopaedic Society for Sports Medicine, and American Osteopathic Academy of Sports Medicine and is available online at,

   http://www.state.nj.us/education/students/safety/health/records/athleticphysicalsform.pdf

   in accordance with N.J.S.A. 18A:40-41.7.

   a. Prior to performing a preparticipation physical examination, the licensed physician, APN, or PA who performs the student-athlete's physical examination shall complete the Student-Athlete Cardiac Screening professional development module and shall sign the certification statement on the PPE form attesting to the completion, pursuant to N.J.S.A. 18A:40-41.d.

      (1) If the PPE form is submitted without the signed certification statement and the school district has confirmed that the licensed physician, APN, or PA from the medical home did not complete the module, the student-athlete's parent may obtain a physical

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examination from a physician who can certify completion of the module or request that the school physician provides the examination.

b. The medical report shall indicate if a student is allowed or not allowed to participate in the required sports categories and shall be completed and signed by the original examining physician, APN, or PA.

c. An incomplete form shall be returned to the student's medical home for completion unless the school nurse can provide documentation to the school physician that the missing information is available from screenings completed by the school nurse or physician within the prior 365 days.

3. Each student whose medical examination was completed more than ninety days prior to the first day of official practice in an athletic season shall provide a health history update questionnaire completed and signed by the student's parent. The completed health history update questionnaire shall include information listed below as required by N.J.S.A. 18A:40-41.7.b. The completed health history update questionnaire shall be reviewed by the school nurse and, if applicable, the school athletic trainer and shall include information as to whether, in the time period since the date of the student's last preparticipation physical examination, the student has:

a. Been advised by a licensed physician, APN, or PA not to participate in a sport;

b. Sustained a concussion, been unconscious, or lost memory from a blow to the head;

c. Broken a bone or sprained, strained, or dislocated any muscles or joints;

d. Fainted or blacked out;

e. Experienced chest pains, shortness of breath, or heart racing;

f. Had a recent history of fatigue and unusual tiredness;

g. Been hospitalized, visited an emergency room, or had a significant medical illness;

h. Started or stopped taking any over the counter or prescribed medications; or

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i. Had a sudden death in the family, or whether any member of the student's family under the age of fifty has had a heart attack or heart trouble.

4. The school district shall provide to the parent written notification signed by the school physician stating approval of the student's participation in athletics based upon the medical report or the reasons for the school physician's disapproval of the student's participation.

5. The Board of Education will not permit a student enrolled in grades six to twelve to participate on a school-sponsored interscholastic or intramural team or squad unless the student submits a PPE form signed by the licensed physician, APN, or PA who performed the physical examination and, if applicable, a completed health history update questionnaire, pursuant to N.J.S.A. 18A:40-41.7.c.

B. Sudden Cardiac Arrest Pamphlet

The school district shall distribute to a student participating in or desiring to participate in an athletic activity and the student's parent, each year and prior to participation by the student in an athletic activity, the sudden cardiac arrest pamphlet developed by the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:40-41.

1. A student and his or her parent shall, each year and prior to the participation of the student in an athletic activity, sign and return to the student's school the form developed by the Commissioner acknowledging the receipt and review of the information pamphlet, pursuant to N.J.S.A. 18A:40-41.d.

2. The Commissioner shall distribute the pamphlet, at no charge, to all school districts and nonpublic schools, pursuant to N.J.S.A. 18A:40-41.b.

3. "Athletic activity" for the purposes of N.J.S.A. 18A:40-41 means: interscholastic athletics; an athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with a school district or nonpublic school, including cheerleading and club-sponsored sports activities; and any practice or interschool practice or scrimmage for those activities.

C. Use and Misuse of Opioid Fact Sheet

The school district shall annually distribute to the parents of student-athletes participating in an interscholastic sports program or cheerleading program the educational fact sheet developed by the Commissioner of Education concerning the use and misuse of opioid drugs in the event that a student-athlete or cheerleader is prescribed an opioid for a sports-related injury in accordance with the provisions of N.J.S.A. 18A:40-41.10.

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PROGRAM

R 2431.2 MEDICAL EXAMINATION PRIOR TO PARTICIPATION ON A SCHOOL-SPONSORED INTERSCHOLASTIC OR INTRAMURAL TEAM OR SQUAD (M)

1. The district shall distribute the educational fact sheet annually to the parents of student-athletes and cheerleaders and shall obtain a signed acknowledgment of the receipt of the fact sheet by the student-athlete or cheerleader and his or her parent pursuant to N.J.S.A. 18A:40-41.10(b).

2. The fact sheet and sign-off sheet shall be distributed and the sign-off sheet shall be completed and returned to the school annually prior to the student-athlete's or cheerleader's first official practice of the school year.

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R 5111 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

M

A. Definitions

1. "Affidavit student" means a student attending, or seeking to attend, school in a district pursuant to N.J.S.A. 18A:38-1.b and N.J.A.C 6A:22-3.2(a).

2. "Appeal" means contested case proceedings before the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

3. "Applicant" means a parent, guardian, or a resident supporting an affidavit student who seeks to enroll a student in a school district; or an unaccompanied homeless youth or adult student who seeks to enroll in a school district.

4. "Commissioner" means the Commissioner of Education or his/her designee.

5. "Guardian" means a person to whom a court of competent jurisdiction has awarded guardianship or custody of a child, provided that a residential custody order shall entitle a child to attend school in the residential custodian's school district unless it can be proven that the child does not actually live with the custodian. "Guardian" also means the Department of Children and Families for purposes of N.J.S.A. 18A:38-1.e.

B. Eligibility to Attend School – Students Domiciled in the District

1. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district if the student is domiciled within the district:

a. A student is domiciled in the school district when he or she is living with a parent or guardian whose domicile is located within the school district.

(1) When a student's parents or guardians are domiciled within different school districts and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the school district of the parent or guardian with whom the student lives for the majority of the school year. This provision shall apply regardless of which parent has legal custody.

(2) When a student's physical custody is shared on an equal-time, alternating week/month or other similar basis so the student is not living with one parent or guardian for a majority of the school year and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the present domicile of the parent or

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guardian with whom the student resided on the last school day prior to October 16 preceding the application date.

(a) When a student resided with both parents or guardians, or with neither parent or guardian, on the last school day prior to the preceding October 16, the student's domicile is the domicile of the parent or guardian with whom the parents or guardians indicate the student will be residing on the last school day prior to the ensuing October 16. When the parents or guardians do not designate or cannot agree upon the student's likely residence as of that date, or if on that date the student is not residing with the parent or guardian previously indicated, the student shall attend school in the school district of domicile of the parent or guardian with whom the student actually lives as of the last school day prior to October 16.

(b) When the domicile of the student with disabilities as defined in N.J.A.C. 6A:14 cannot be determined pursuant to N.J.A.C. 6A:22-3.1, nothing shall preclude an equitable determination of shared responsibility for the cost of such student's out-of-district placement.

(3) When a student is living with a person other than a parent or guardian, nothing in N.J.A.C. 6A:22-3.1 is intended to limit the student's right to attend school in the parent or guardian's school district of domicile pursuant to the provisions of N.J.A.C. 6A:22.

(4) No school district shall be required to provide transportation for a student residing outside the school district for all or part of the school year unless transportation is based upon the home of the parent or guardian domiciled within the school district or otherwise required by law.

b. A student is domiciled in the school district when he or she has reached the age of eighteen or is emancipated from the care and custody of a parent or guardian and has established a domicile within the school district.

c. A student is domiciled in the school district when the student has come from outside the State and is living with a person domiciled in the school district who will be applying for guardianship of the student upon expiration of the six-month "waiting period" of State residency required pursuant to N.J.S.A. 2A:34-54 ("home state" definition) and 2A:34-65.a(1). However, a student may later be subject to removal proceedings if application for guardianship is not made within a reasonable period of time following expiration of the mandatory waiting period or if guardianship is applied for and denied.

d. A student is domiciled in the school district when his or her parent or guardian resides within the school district on an all-year-round basis for one year or more, notwithstanding the existence of a domicile elsewhere.

e. A student is domiciled in the school district if the Department of Children and Families is acting as the student's guardian and has placed the student in the school district.

2. When a student's dwelling is located within two or more school districts, or bears a mailing address that does not reflect the dwelling's physical location within a municipality, the

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school district of domicile for school attendance purposes shall be the municipality to which the majority of the dwelling's property tax is paid, or to which the majority of the dwelling's or unit's property tax is paid.

a. When property tax is paid in equal amounts to two or more municipalities, and there is no established assignment for students residing in the affected dwellings, the school district of domicile for school attendance purposes shall be determined through assessment of individual proofs as provided pursuant to N.J.A.C. 6A:22-3.4.

b. This provision shall not preclude the attendance of currently enrolled students who were permitted to attend the school district prior to December 17, 2001.

c. When a student's parent or guardian elects to exercise such entitlement, nothing in N.J.A.C. 6A:22-3.1 shall exclude a student's right to attend the school district of domicile although the student is qualified to attend a different school district pursuant to N.J.S.A. 18A:38-1.b or the temporary residency (less than one year) provision of N.J.S.A. 18A:38-1.d.

3. Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other section of law to the contrary, a child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed forces of the United States who is ordered into active military service in any of the armed forces of the United States in a time of war or national emergency, shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. The school district shall not be responsible for providing transportation for the child if the child lives outside of the district. Following the return of the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A:38-3.1 shall cease at the end of the current school year unless the child is domiciled in the school district.

C. Eligibility to Attend School – Other Students Eligible to Attend School

1. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b if that student is kept in the home of a person other than the student's parent or guardian, and the person is domiciled in the school district and is supporting the student without remuneration as if the student were his or her own child.

a. A student is not eligible to attend this school district pursuant to this provision unless:

(1) The student's parent or guardian has filed, together with documentation to support its validity, a sworn statement that he or she is not capable of supporting or providing care for the student due to family or economic hardship and that the student is not residing with the other person solely for the purpose of receiving a free public education; and

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(2) The person keeping the student has filed, if so required by the Board of Education:

(a) A sworn statement that he or she is domiciled within the school district, is supporting the child without remuneration and intends to do so for a longer time than the school term, and will assume all personal obligations for the student pertaining to school requirements; and

(b) A copy of his or her lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner.

b. A student shall not be deemed ineligible under this provision because required sworn statement(s) cannot be obtained when evidence is presented that the underlying requirements of the law are being met, notwithstanding the inability of the resident or student to obtain the sworn statement(s).

c. A student shall not be deemed ineligible under this provision when evidence is presented that the student has no home or possibility of school attendance other than with a school district resident who is not the student's parent or guardian, but is acting as the sole caretaker and supporter of the student.

d. A student shall not be deemed ineligible under this provision solely because a parent or guardian gives occasional gifts or makes limited contributions, financial or otherwise, toward the student's welfare provided the resident keeping the student receives from the parent or guardian no payment or other remuneration for regular maintenance of the student.

e. Pursuant to N.J.S.A. 18A:38-1.c, any person who fraudulently allows a child of another person to use his or her residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of his or her child to a person in another school district commits a disorderly persons offense.

2. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b if the student is kept in the home of a person domiciled in the school district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been ordered into active military service in the United States armed forces in time of war or national emergency.

a. Eligibility under this provision shall cease at the end of the school year during which the parent or guardian returns from active military duty.

3. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.d if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere.

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a. When required by the Board of Education, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of the student attending the school district of temporary residence;

b. When one of a student's parents or guardians temporarily resides in a school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with N.J.A.C. 6A:22-3.1(a)1i. However, no student shall be eligible to attend school based upon a parent or guardian's temporary residence in a school district unless the parent or guardian demonstrates, if required by the Board of Education, the temporary residence is not solely for purposes of a student's attending the school district.

4. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.f if the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2, Education of Homeless Children.

5. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-2 if the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2. As used in this section, "court order" shall not encompass orders of residential custody under which claims of entitlement to attend a school district are governed by provisions of N.J.S.A. 18A:38-1 and the applicable standards set forth in N.J.A.C. 6A:22.

6. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-3.b if the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the school district. A school district admitting a student pursuant to N.J.S.A. 18A:38-3.b shall not be obligated for transportation costs.

7. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend the school district pursuant to N.J.S.A. 18A:38-7.7 et seq. if the student resides on Federal property within the State.

8. In accordance with N.J.S.A. 18A:38-1.1, a student who is not considered homeless under N.J.S.A. 18A:7B-12 and who moves to a new school district during the academic year as a result of a family crisis shall be permitted to remain enrolled in the original school district of residence for the remainder of the school year without the payment of tuition. A student attending an academic program during the summer, who is otherwise eligible except for the timing of the

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move, shall be permitted to remain in the school district for the remainder of the summer program if it is considered an extension of the preceding academic year.

a. For purposes of N.J.A.C. 6A:22-3.2(h) and Policy and Regulation 5111, "family crisis" shall include, but not be limited to:

(1) An instance of abuse such as domestic violence or sexual abuse;

(2) A disruption to the family unit caused by death of a parent or guardian; or

(3) An unplanned displacement from the original residence such as fire, flood, hurricane, or other circumstances that render the residence uninhabitable.

b. Upon notification of the move by the parent or guardian, the original school district of residence shall allow the student to continue attendance and shall provide transportation services to and from the student's new domicile in accordance with N.J.S.A. 18A:39-1. The original school district of residence may request from the parent or guardian and may review supporting documentation about the reason(s) for the move; however, any such review shall not interrupt the student's continued enrollment in the school district and in the current school of attendance with the provision of transportation.

(1) Examples of documentation include, but are not limited to, newspaper articles, insurance claims, police or fire reports, notes from health professionals, custody agreements, or any other legal document.

c. If the parent or guardian or the relevant documentation indicates the child is homeless pursuant to N.J.S.A. 18A:7B-12, the school district liaison shall assume the coordination of enrollment procedures pursuant to N.J.A.C. 6A:17-2.5 and the student shall not be eligible for enrollment under N.J.S.A. 18A:38-1.1.

d. If the original school district of residence determines the situation does not meet the family crisis criteria outlined in 8.a. above, the Superintendent or designee shall notify the parent or guardian in writing. The notification shall inform the parent or guardian of his or her right to appeal the decision within twenty-one calendar days of his or her receipt of the notification, and shall state that if such appeal is denied, he or she may be assessed the costs for transportation provided to the new residence during the period of ineligible attendance. It shall also state whether the parent or guardian is required to withdraw the student by the end of the twenty-one day appeal period in the absence of an appeal.

(1) The parent or guardian may appeal by submitting the request in writing with supporting documentation to the Executive County Superintendent of the county in which the original school district of residence is situated.

(2) Within thirty calendar days of receiving the request and documentation, the Executive County Superintendent shall issue a determination whether the situation meets the family crisis

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criteria set forth at 8.a. above. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1 until the determination is issued.

(3) If the Executive County Superintendent determines the situation does not constitute a family crisis, the school district may submit to the Executive County Superintendent for approval the cost of transportation to the ineligible student's new domicile. The Executive County Superintendent shall certify the transportation costs to be assessed to the parent or guardian for the period of ineligible attendance.

e. When the original school district of residence determines the situation constitutes a family crisis pursuant to N.J.S.A. 18A:38-1.1, the Superintendent or designee shall immediately notify the parent or guardian in writing.

(1) When the original school district of residence anticipates the need to apply for reimbursement of transportation costs, it shall send to the Executive County Superintendent a request and documentation of the family crisis for confirmation the situation meets the criteria set forth at 8.a. above.

(2) Within thirty days of receiving the school district's request and documentation, the Executive County Superintendent shall issue a determination of whether the situation meets the criteria for a family crisis. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1 until the determination is issued, and shall not be reimbursed for additional transportation costs unless the Executive County Superintendent determines the situation is a family crisis or as directed by the Commissioner upon appeal.

f. In providing transportation to students under N.J.S.A. 18A:38-1.1, the Board shall use the most efficient and cost-effective means available and in conformance with all laws governing student transportation.

g. At the conclusion of the fiscal year in which the Executive County Superintendent has determined the situation constitutes a family crisis, the original school district of residence may apply to the Executive County Superintendent for a reimbursement of eligible costs for transportation services.

(1) Eligible costs shall include transportation for students who are required to be transported pursuant to N.J.S.A. 18A:39-1.

(2) The school district shall provide documentation of the transportation costs for the eligible student(s) to the Executive County Superintendent who shall review and forward the information to the Department's Office of School Facilities and Finance for reimbursement payment(s) to the school district.

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(3) Payment to the school district shall be made in the subsequent fiscal year and shall equal the approved cost less the amount of transportation aid received for the student(s).

h. Nothing in N.J.A.C. 6A:22-3.2 shall prevent the Board of Education from allowing a student to enroll without the payment of tuition pursuant to N.J.S.A. 18A:38-3.a.

i. Nothing in N.J.A.C. 6A:22-3.2 shall prevent a parent or school district from appealing the Executive County Superintendent's decision(s) to the Commissioner in accordance with N.J.A.C. 6A:3-1.3. If the Commissioner of Education determines the situation is not a family crisis, his or her decision shall state which of the following shall pay the transportation costs incurred during the appeal process: the State, school district, or parent.

D. Housing and Immigration Status

1. A student's eligibility to attend school shall not be affected by the physical condition of an applicant's housing or his or her compliance with local housing ordinances or terms of lease.

2. Except as set forth in a. below, immigration/visa status shall not affect eligibility to attend school. Any student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, who is domiciled in the school district or otherwise eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 shall be enrolled without regard to, or inquiry concerning, immigration status.

a. However, the provisions of N.J.S.A. 18A:38-1 and N.J.A.C. 6A:22 shall not apply to students who have obtained, or are seeking to obtain, a Certificate of Eligibility for Nonimmigrant Student Status (INS Form I-20) from the school district in order to apply to the INS for issuance of a visa for the purpose of limited study on a tuition basis in a United States public secondary school ("F-1" Visa).

3. F-1 Visa Students

The school district is not required to, but may permit the attendance of F-1 Visa students into the school district only with the payment of full tuition and a signed tuition contract. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. A F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving school district exhibiting the receiving school district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving school district for the academic year. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with documentation as determined by the Superintendent or designee. A student with a F-1 Visa must be approved by the Board for attendance in the school district. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.

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4. J-1 Visa Students

The school district is not required to, but may permit the attendance of J-1 Visa students into the school district. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with documentation as determined by the Superintendent or designee. A student with a J-1 Visa must be approved by the Board for attendance in the school district and shall not pay tuition. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.

E. Nothing in Policy and Regulation 5111 or N.J.A.C. 6A:22-3.2 shall be construed to limit the discretion of the Board to admit nonresident students, or the ability of a nonresident student to attend school with or without payment of tuition, with the consent of the district Board pursuant to N.J.S.A. 18A:38-3.a.

F. Proof of Eligibility

1. The Board of Education shall accept a combination of any of the following or similar forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district:

a. Property tax bills; deeds; contracts of sale; leases; mortgages; signed letters from landlords; and other evidence of property ownership, tenancy, or residency;

b. Voter registrations; licenses; permits; financial account information; utility bills; delivery receipts; and other evidence of personal attachment to a particular location;

c. Court orders; State agency agreements; and other evidence of court or agency placements or directives;

d. Receipts; bills; cancelled checks; insurance claims or payments; and other evidence of expenditures demonstrating personal attachment to a particular location, or to support the student;

e. Medical reports; counselor or social worker assessments; employment documents; unemployment claims; benefit statements; and other evidence of circumstances demonstrating family or economic hardship, or temporary residency;

f. Affidavits, certifications and sworn attestations pertaining to statutory criteria for school attendance, from the parent, guardian, person keeping an "affidavit student," adult student, person(s) with whom a family is living, or others, as appropriate;

g. Documents pertaining to military status and assignment; and

h. Any other business record or document issued by a governmental entity.

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2. The Board of Education may accept forms of documentation not listed above, and shall not exclude from consideration any documentation or information presented by an applicant.

3. The Board of Education shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented.

4. The Board of Education shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or pertaining to criteria that are not a legitimate basis for determining eligibility to attend school. They include, but are not limited to:

a. Income tax returns;

b. Documentation or information relating to citizenship or immigration/visa status, except as set forth in N.J.A.C. 6A:22-3.3(b);

c. Documentation or information relating to compliance with local housing ordinances or conditions of tenancy; and

d. Social security numbers.

5. The Board of Education may consider, in a manner consistent with Federal law, documents or information referenced in 4. above, or pertinent parts thereof if voluntarily disclosed by the applicant. However, the Board of Education may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment.

6. In the case of a dispute between the school district and the parents of a student in regard to a student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission (NJMVC) the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district. The NJMVC shall disclose to a school district the information requested in accordance with procedures established by the NJMVC. However, the school district shall not condition enrollment in the district on immigration status or on the fact that the NJMVC does not have the name or address of the parent on file.

G. Registration Forms and Procedures for Initial Assessment

1. The Board of Education shall use Commissioner-provided registration forms, or locally developed forms that:

a. Are consistent with the forms provided by the Commissioner;

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b. Do not seek information prohibited by N.J.A.C. 6A:22 or any other provision of statute or rule;

c. Summarize, for the applicant's reference, the criteria for attendance set forth in N.J.S.A. 18A:38-1, and specify the nature and form of any sworn statement(s) to be filed;

d. Clearly state the purpose for which the requested information is being sought in relation to the criteria; and

e. Notify applicants that an initial eligibility determination is subject to a more thorough review and evaluation, and that an assessment of tuition is possible if an initially admitted applicant is later found ineligible.

2. The Board of Education shall make available sufficient numbers of registration forms and trained registration staff to ensure prompt eligibility determinations and enrollment. Enrollment applications may be taken by appointment, but appointments shall be promptly scheduled and shall not unduly defer a student's attendance at school.

a. If the school district uses separate forms for affidavit student applications rather than a single form for all types of enrollment, affidavit student forms shall comply in all respects with the provisions of G.1. above. When affidavit student forms are used, the school district shall provide them to any person attempting to register a student of whom he or she is not the parent or guardian, even if not specifically requested.

(1) The Board of Education or its agents shall not demand or suggest that guardianship or custody must be obtained before enrollment will be considered for a student living with a person other than the parent or guardian since such student may qualify as an affidavit student.

(2) The Board of Education or its agents shall not demand or suggest that an applicant seeking to enroll a student of whom the applicant has guardianship or custody produce affidavit student proofs.

b. A district-level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.

3. Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials.

a. Enrollment shall take place immediately when an applicant has provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2.

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b. When a student appears ineligible based on information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the school district's determination and intent to appeal to the Commissioner.

(1) An applicant whose student is enrolled pursuant to this provision shall be notified that the student will be removed without a hearing before the Board if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.

4. When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of this written statement that the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school, designated staff shall report to the school district of actual domicile or residence, or the Department of Children and Families, a potential instance of "neglect" for purposes of ensuring compliance with compulsory education laws, N.J.S.A. 9:6-1. Staff shall provide the school district or the Department of Children and Families with the student's name, the name(s) of the parent/guardian/resident, and the student's address to the extent known. Staff shall also indicate admission to the school district has been denied based on residency or domicile, and there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

5. Enrollment or attendance in the school district shall not be conditioned on advance payment of tuition in whole or part when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information.

6. The Board of Education shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2 - Education of Homeless Children.

7. Enrollment or attendance in the school district shall not be denied based upon absence of a certified copy of the student's birth certificate or other proof of his or her identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.

8. Enrollment in the school district shall not be denied based upon absence of student medical information. However, actual attendance at school may be deferred until the student complies with student immunization rules set forth in N.J.A.C. 8:57-4.

9. When enrollment in the school district, attendance at school, or the receipt of educational services in the regular education program appears inappropriate, the student shall not be denied based upon the absence of a student's prior educational record. However, the applicant shall be

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advised the student's initial educational placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

H. Notice of Ineligibility

1. When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district shall immediately provide notice to the applicant that is consistent with Commissioner-provided sample form(s) and meets the requirements of N.J.A.C. 6A:22-4 et seq.

a. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside.

2. Notices of ineligibility shall include:

a. In cases of denial, a clear description of the specific basis on which the determination of ineligibility was made:

(1) The description shall be sufficient to allow the applicant to understand the basis for the decision and determine whether to appeal; and

(2) The description shall identify the specific subsection of N.J.S.A. 18A:38-1 under which the application was decided.

b. In cases of provisional eligibility, a clear description of the missing documents or information that still must be provided before a final eligibility status can be attained under the applicable provision of N.J.S.A. 18A:38-1;

c. A clear statement of the applicant's right to appeal to the Commissioner of Education within twenty-one days of the notice date, along with an informational document provided by the Commissioner describing how to file an appeal;

d. A clear statement of the student's right to attend school for the twenty-one day period during which an appeal can be made to the Commissioner. It also shall state the student will not be permitted to attend school beyond the twenty-first day following the notice date if missing information is not provided or an appeal is not filed;

e. A clear statement of the student's right to continue attending school while an appeal to the Commissioner is pending;

f. A clear statement that, if an appeal is filed with the Commissioner and the applicant does not sustain the burden of demonstrating the student's right to attend the school district, or the applicant withdraws the appeal, fails to prosecute or abandons the appeal by any means other than settlement, the applicant may be assessed, by order of the Commissioner enforceable in

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Superior Court, tuition for any period of ineligible attendance, including the initial twenty-one day period and the period during which the appeal was pending before the Commissioner;

g. A clear statement of the approximate rate of tuition, pursuant to N.J.A.C. 6A:22-6.3, that an applicant may be assessed for the year at issue if the applicant does not prevail on appeal, or elects not to appeal:

(1) If removal is based on the student's move from the school district, the notice of ineligibility shall also provide information as to whether district Policy permits continued attendance, with or without tuition, for students who move from the school district during the school year.

h. The name of a contact person in the school district who can assist in explaining the notice's contents; and

i. When no appeal is filed, notice that the parent or guardian shall still comply with compulsory education laws. In the absence of a written statement from the parent or guardian that the student will be attending school in another school district or non-public school, or receiving instruction elsewhere than at a school, school district staff shall notify the school district of actual domicile/residence, or the Department of Children and Families, of a potential instance of "neglect" pursuant to N.J.S.A. 9:6-1. For purposes of facilitating enforcement of the State compulsory education requirement (N.J.S.A. 18A:38-25), staff shall provide the student's name, the name(s) of the parent/guardian/resident, address to the extent known, denial of admission based on residency or domicile, and absence of evidence of intent to attend school or receive instruction elsewhere.

I. Removal of Currently Enrolled Students

1. Nothing in N.J.A.C. 6A:22 and this Regulation shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information.

2. When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board of Education for the student's removal.

a. The Superintendent shall issue a preliminary notice of ineligibility meeting the requirements of N.J.A.C. 6A:22-4.2. However, the notice shall also provide for a hearing before the Board of Education prior to a final decision on removal.

3. No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an "affidavit student," has been informed of his or her entitlement to a hearing before the Board of Education.

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4. Once the hearing is held, or if the parent, guardian, adult student, or resident keeping an "affidavit student," does not respond within the designated time frame to the Superintendent's notice or appear for the hearing, the Board of Education shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2.

5. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board of Education or a Board committee, at the discretion of the full Board. If the hearing is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. However, no student shall be removed except by vote of the Board of Education taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

J. Appeal to the Commissioner

1. An applicant may appeal to the Commissioner of Education a school district determination that a student is ineligible to attend its schools. Appeals shall be initiated by petition, which shall be filed in accordance with N.J.S.A. 18A:38-1 and N.J.A.C. 6A:3-8.1 and shall proceed as a contested case pursuant to N.J.A.C. 6A:3.

a. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of "affidavit student" ineligibility determinations shall be filed by the resident keeping the student.

K. Assessment and Calculation of Tuition

1. If no appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an "affidavit" student following notice of an ineligibility determination, the Board of Education may assess tuition for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner.

a. If the responsible party does not pay the tuition assessment, the Board of Education may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.

2. If an appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an "affidavit" student and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition for the period during which the hearing and decision on appeal were pending, and for up to one year of a student's ineligible attendance in a school district prior to the appeal's filing and including the twenty-one day period to file an appeal.

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a. Upon the Commissioner's finding that an appeal has been abandoned, the Board of Education may remove the student from school and seek tuition for up to one year of ineligible attendance pursuant to N.J.A.C. 6A:22-6.1(a) plus the period of ineligible attendance after the appeal was filed. If the record of the appeal includes a calculation reflecting the tuition rate(s) for the year(s) at issue, the per diem tuition rate for the current year and the date on which the student's ineligible attendance began, the Commissioner may order payment of tuition as part of his or her decision. In doing so, the Commissioner shall consider whether the ineligible attendance was due to the school district's error. If the record does not include such a calculation and the Board of Education has filed a counterclaim for tuition, the counterclaim shall proceed to a hearing notwithstanding that the petition has been abandoned.

b. An order of the Commissioner assessing tuition is enforceable through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division, in accordance with N.J.S.A. 2A:58-10.

3. Tuition assessed pursuant to the provisions of N.J.A.C. 6A:22-6 shall be calculated on a per-student basis for the period of a student's ineligible enrollment, up to one year, by applicable grade/program category and consistent with the provisions of N.J.A.C. 6A:23A-17.1. The individual student's record of daily attendance shall not affect the calculation.

4. Nothing in N.J.A.C. 6A:22 shall preclude an equitable determination by the Board of Education or the Commissioner that tuition shall not be assessed for all or part of any period of a student's ineligible attendance in the school district when the particular circumstances of a matter so warrant. In making the determination, the Board of Education or Commissioner shall consider whether the ineligible attendance was due to the school district's error.

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R 5410 PROMOTION AND RETENTION (M)

M

The following rules are promulgated in accordance with the policy of the Board of Education dealing with the promotion and retention of students.

A. Standards for Student Promotion

Elementary and Intermediate Grades (PreK-8) - A student will be promoted to the next succeeding grade level when he/she demonstrates the proficiencies required for movement into the next grade.

High School (9-12) - A student will be promoted to the next grade when he/she has completed, in the current school year, the number of credits required for that grade as indicated in the current High School Student Handbook.

B. Procedures for Student Promotion

1. A written copy of promotion standards will be given to all parent(s) or legal guardian(s) and students at the beginning of each year.

2. Parent(s) or legal guardian(s) and students will be provided a minimum of four reports each year as to a student's progress towards meeting promotion standards.

3. Teachers who determine that a student's progress may not be sufficient to meet promotion standards shall notify the parent(s) or legal guardian(s) of the student and offer consultation with the parents or legal guardians.

4. In grades PreK-8, the parent(s) or legal guardian(s) and where appropriate the student will be notified no later than **8** weeks prior to the end of the year when the possibility of a student not being promoted is determined.

5. A student with fewer than **162** days attendance in grades PreK-8 will not be promoted to the next grade level. In grades 9-12 the attendance policy in effect and published in the High School Handbook will be followed.

6. Extenuating circumstances as determined by the Building Principal can waive the 162-day attendance requirements for grades PreK-8. In the high school, an attendance appeal route is available for students whose attendance is in excess of the regulations specified in the attendance policy.

7. Classroom teachers shall provide input to the Principal who makes the final decision concerning the promotion or retention of each student.

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C. Procedure for Retention or Social Promotion

1. Grades PreK-8 - Classroom teachers must initiate the process by providing to the Building Principal complete forms in accordance with the specified timelines.

2. The Principal will review each case and in consultation with the teacher render a final decision.

3. Parent(s) or legal guardian(s) and adult students may appeal a promotion/retention decision to the Superintendent whose decision is final.

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R 5613 REMOVAL OF STUDENTS FOR ASSAULTS WITH WEAPONS OFFENSES (M)

M

A. Definitions

"School buildings" and "school grounds" means and includes land, portions of land, structures, buildings, and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider and structures that support these buildings, such as school district wastewater treatment facilities, generating facilities, and other central services facilities including, but not limited to, kitchens and maintenance shops. "School buildings" and "school grounds" also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. "School buildings" and "school grounds" also includes other facilities such as playgrounds; and recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

B. Removal of Students for Assaults with Weapons Offenses

1. Pursuant to the provisions of N.J.A.C. 6A:16-5.6, any student, other than a student with a disability, who commits an assault, as defined under N.J.S.A. 2C:12-1(a)1, with a weapon, which includes, but is not limited to, items enumerated in N.J.S.A. 2C:39-1(r), except a firearm as defined by N.J.S.A. 2C:39-1(f) and 18 U.S.C. § 921, upon a teacher, administrator, other school Board employee, Board of Education member, or another student on school grounds, pursuant to N.J.S.A. 18A:37-2.2 through 2.5 shall be immediately removed from the school's general education program for a period not exceeding one calendar year.

2. The Superintendent may modify on a case-by-case basis the removal of a general education student.

3. Nothing in N.J.A.C. 6A:16-5.6 shall be construed to prohibit the expulsion of a general education student.

4. The Board shall immediately remove students with disabilities for assaults with weapons offenses in accordance with N.J.A.C. 6A:14 and applicable Federal regulations.

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C. Procedures – Removal of Students for Assaults with Weapons Offenses

1. The Principal or designee shall:

   a. Remove a student as set forth in B. above;

   b. Isolate the student and place him or her under the supervision of school staff until the student's parent or a law enforcement official takes custody of the student;

   c. Immediately report to the Superintendent the removal of the student;

   d. Notify the appropriate law enforcement agency of a possible violation of the New Jersey Code of Criminal Justice; and

   e. Notify the student's parent of the following information:

      (1) The removal action;

      (2) The law enforcement notification;

      (3) The change of custody, if it occurs; and

      (4) A general education student's due process rights, pursuant to N.J.A.C. 6A:16-7.2 through 7.5 or a student with a disability's due process rights, as set forth in N.J.A.C. 6A:14-2.7 and 2.8 and N.J.A.C. 6A:16-7.2 through 7.5.

2. A student, other than a student with a disability, removed from the general education program pursuant to N.J.A.C. 6A:16-5.6 shall be placed in an alternative education program, according to the requirements of N.J.A.C. 6A:16-9.1 et seq.:

   a. If placement in an alternative education program is not available, the general education student shall be provided home or other out-of-school instruction, according to N.J.A.C. 6A:16-10, until placement is available.

3. A student with a disability removed pursuant to B. above shall receive a placement in accordance with N.J.A.C. 6A:14.

4. A student, other than a student with a disability, removed pursuant to B. above shall be entitled to an informal hearing, pursuant to N.J.A.C. 6A:16-7.2 and 7.3, and a hearing before the Board of Education pursuant to N.J.A.C. 6A:16-7.3.

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5. If it is found that the removed student did not commit the offense(s), the student shall be immediately returned to the program from which he or she was removed.

D. Return to General Education Program

1. The Superintendent shall make the final determination on whether the general education student is prepared to return to the general education program or will remain in an alternative education program or receive home or other out-of-school instruction based on the following criteria:

   a. The nature and severity of the offense;

   b. The Board's removal decision;

   c. The results of relevant testing, assessment, or evaluation of the student; and

   d. The recommendation of the Principal or Director of the alternative education program or home or other out-of-school instruction program in which the student has been placed.

E. Exception

1. The provisions of N.J.A.C. 6A:16-5.6 shall not apply to a student who has obtained the Superintendent's written authorization to lawfully possess a firearm or other weapon while participating in a school-sponsored function.

   a. The Superintendent shall not provide authorization to a student who has been convicted or adjudicated delinquent for possession of a firearm or weapon or for a crime involving the use of a firearm.

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R 6470.01 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

M

A. Definitions – N.J.S.A. 40A:5-2 and N.J.A.C. 5:30-9A.2

For the purpose of Policy and Regulation 6470.01:

"Automated clearing house (ACH) transfer" means an electronic funds transfer initiated by the Board of Education authorizing a banking institution to push funds from the Board of Education bank account(s) into a vendor or claimant's bank account, executed through the ACH electronic clearing and settlement system used for financial transactions.

"Board of Education" means a Board of Education as defined by the "Public School Contracts Law," N.J.S.A. 18A:18A-1 et seq.

"Charge account" or "charge card" means an account, linked to a credit card issued by a specific vendor to which goods and services may be charged on credit, that must be paid when a statement is issued.

"Check" means the instrument by which moneys of the Board of Education are disbursed.

"Chief Financial Officer" means the School Business Administrator/Board Secretary.

"Chief Executive Officer" means the Superintendent of Schools.

"Claimant certification" or "vendor certification" means verification of claims pursuant to N.J.S.A. 18A:19-3.

"Disbursement" means any payment of moneys, including any transfer of funds, by any means.

"Electronic Funds Transfer (EFT)" means any approved method of transferring moneys permitted by N.J.A.C. 5:30-9A.1 et seq. that does not involve the physical presentation of a paper check, draft, or similar paper instrument including, but not limited to, wire transfers, e-checks, automated clearing house (ACH) transfers, and transactions initiated by phone or fax.

"Electronic Data Interchange (EDI)" means technology that provides transaction related details, including invoice number(s), pay dates, and other identifying information as appropriate for each transaction.

"Electronic Funds Transfer and Indemnification Agreement" means a signed legally binding indemnification agreement renewed on an annual basis between a Board of Education and a banking institution authorized to conduct business in New Jersey, which authorizes that institution to access bank accounts for the purpose of conducting EFTs through the ACH operating system.

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"Governing body" means the Board of Education.

"Internal controls" means fiscal and operational controls that ensure safe and proper use of a standard EFT system and mitigate the potential for fraud and abuse. For purpose of N.J.A.C. 5:30-9A.1 et seq., internal controls shall include technological safeguards and cyber security practices, as well as processes affected by the governing boy, management, and other personnel establishing fiscal and operational controls that reduce exposure to risk of misappropriation.

"Local Unit" means any county, municipality, special district, or any public body corporate and politic created or established under any law of this State by or on behalf of any one or more counties or municipalities, or any board, commission, department, or agency of any of the foregoing having custody of funds, but shall not include a school district.

"National Automated Clearing House Association (NACHA) file" means a file, formatted to NACHA specifications, which contains instructions for transferring funds between accounts.

"Payment documentation" means such documentation, including evidence of approvals and certifications, as is required by N.J.S.A. 40A:5-16.b, 40A:5-17, and 18A:19.1 et seq., and N.J.A.C. 5:30-9A.1 et seq. prior to the legal paying out of moneys.

"Procurement card" or "P-card" means an account or physical card that represents an account governed by characteristics specific to a procurement card. These characteristics include limits of time, amount, access, and purchase category controlled by the local unit, local authority, or county college in accordance with an agreement with an issuer. While such cards may have the appearance of a credit card, such as Visa, MasterCard, American Express, or Discover, such general-purpose cards do not feature the controls that procurement cards have and as such are not permitted under N.J.A.C. 5:30-9A.1 et seq. A "Procurement card" or "P-card" may not be used by a Board of Education.

"Reconciliation of activity" means the process used to determine that all transactions utilizing standard EFT technologies are accurate, authorized, and allocable to encumbered appropriations.

"Standard electronic funds transfer technologies" means technologies that facilitate the transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, initiated by means such as, but not limited to, an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account, and incorporate, at a minimum, internal controls set forth in rules promulgated by the Local Finance Board. No general purpose credit or debit card shall be considered a standard EFT technology.

"Supervisory review" means the process performed by an individual in a supervisory capacity to confirm the propriety and accuracy of standard EFT technologies use initiated by subordinates.

"Transaction" means any activity that may result in demand for payment.

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"Warrant" means the draft or check of any Board of Education used in warranting disbursement of moneys and shall, in every instance, be evidenced by the issuance of a check of the Board of Education. In no instance shall it be necessary for the Board of Education to refer to, or issue, a check separate and distinct from the warrant.

B. Authorization to Use Standard Electronic Funds Transfer Technologies for Electronic Funds Transfers – N.J.A.C. 5:30-9A.3

1. The Board of Education adopts Policy and Regulation 6470.01 to permit the School Business Administrator/Board Secretary to use only the forms of standard EFT technologies that are approved for New Jersey Boards of Education for EFTs for payment of claims pursuant to N.J.A.C. 5:30-9A.1 et seq. and 5:31-4.1, implementing N.J.S.A. 40A:5-16.5.

a. A Board of Education may not utilize procurement cards, charge cards, charge accounts, or any payment services such as PayPal or Venmo.

2. N.J.A.C. 5:30-9A.1 et seq. does not authorize a Board of Education to exceed the maximum bid thresholds or other limits set forth in the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq.

3. Providers of ACH and wire transfer services are to be financial institutions chartered by Federal or State authority. ACH and wire transfer services must be provided by a financial institution covered by the Governmental Unit Deposit Protection Act (GUDPA), N.J.S.A. 17:9-41 et seq.

C. Standard Electronic Funds Transfer Technologies; Internal Controls and Conditions for Use – N.J.A.C. 5:30-9A.4

1. The Board of Education will only initiate and approve electronic funds in accordance with N.J.A.C. 5:30-9A.1 et seq. Standard EFT technologies shall incorporate, at minimum, the following features and safeguards:

a. The ability to designate specific individuals able to initiate disbursements, barring those not authorized to initiate disbursements from doing so.

(1) The Board of Education designates and approves the School Business Administrator/Board Secretary to be responsible to initiate a claim for payment using an EFT method that has been duly approved in accordance with N.J.S.A. 18A:19-1 et seq. and Policy and Regulation 6470.01.

(2) Each claim for payment approved or ratified by the Board shall indicate any payment made using an EFT technology, the type of EFT technology that will or has been utilized in paying the claim, along with a reference that permits tracking.

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b. The ability to designate individuals who may authorize disbursement and segregate initiation and authorization functions. Password or other security controls shall be in place to restrict access based on an individual's authorized role.

(1) The School Business Administrator/Board Secretary shall initiate a claim for payment by presenting a claim that has been approved by the Board, to be paid using an EFT technology. The School Business Administrator/Board Secretary shall submit the claim for payment with all supporting documentation to the Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary.

(2) The Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary shall review the claim for payment and authorize, in writing, the EFT claim that was initiated by the School Business Administrator/Board Secretary before the School Business Administrator/Board Secretary pays the claim using an EFT method.

(a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.

(3) The Board of Education shall annually approve the School Business Administrator/Board Secretary as the person responsible to initiate a claim for payment and the Superintendent of Schools or the designee not under the direct supervision of the School Business Administrator/Board Secretary as the person responsible to review a claim for payment presented by the School Business Administrator/Board Secretary and authorize the School Business Administrator/Board Secretary to make the payment using an EFT method.

(4) The Superintendent of Schools or the designee shall ensure passwords and security codes are in place to restrict access based on an individual's role.

c. The ability to confirm receipt of payment by vendor.

(1) The School Business Administrator/Board Secretary shall receive confirmation from the vendor an EFT payment has been received by the vendor. Documentation supporting receipt of an EFT payment received by a vendor shall be included with the claim's supporting documentation.

d. The ability to bar automatic debits from Board of Education accounts.

(1) The School Business Administrator/Board Secretary shall require all banking institutions approved by the Board of Education prohibit any automatic debits from any Board of Education bank account as each individual disbursement to a vendor must be preceded by instructions submitted to the bank.

e. The ability for appropriate officials to view transaction history, generate activity reports, and conduct supervisory reviews of all transactions.

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(1) On no less than a weekly basis, the School Business Administrator/Board Secretary shall prepare an Activity Report on all EFT-based transactions.

(2) All Activity Reports prepared by the School Business Administrator/Board Secretary shall be submitted and reviewed by an employee or non-employee (i.e. school auditor, accountant, Board President, etc.) approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT transactions.

(3) The Activity Report shall include, but not be limited to:

(a) The name of the payee;

(b) The Board approval date approving the payment of the claim;

(c) The fund and account the payment is being paid from;

(d) The technology utilized in each EFT transaction; and

(e) The date of payment.

(4) A copy of all Activity Reports shall be provided to the Board of Education at the first regular monthly Board meeting following any EFT transactions.

(5) All EFT Activity Reports and evidence of the review by the employee or non-employee (i.e. school auditor, accountant, etc.) designated and approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT-based transactions are to be maintained and available for audit by the Board of Education's independent auditor.

(6) The School Business Administrator/Board Secretary or designee shall perform a monthly reconciliation of the reviewed/approved weekly EFT Activity Reports of the EFT transactions appearing on bank statements and in the accounting records (i.e. general ledger, bank reconciliations, list of bills approved by Board, etc.).

(a) Evidence to support the performance of this monthly review must be maintained by the School Business Administrator/Board Secretary and available for audit by the Board of Education's independent auditor.

f. The ability to back-up transaction data and store such data offline.

(1) The School Business Administrator/Board Secretary shall ensure all EFT transaction data is backed-up and stored offline.

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(a) However, any ACH file that is in plain text format must not be stored on a Board of Education's local computer past the time the file is transmitted to the bank.

g. Measures to mitigate risk of duplicate payment.

(1) The School Business Administrator/Board Secretary shall ensure an EFT payment is not duplicated by any other means.

(2) More than one EFT payment to the same vendor ratified or approved for payment by the Board of Education will be reviewed by the School Business Administrator/Board Secretary prior to payment to ensure there is no duplicate or multiple payments for the same goods or services.

h. The creation and maintenance of an audit trail, such that transaction history, including demands for payment and payment initiation, authorization, and confirmation, can be independently tracked and detailed through the use of an EDI or functional equivalent.

(1) The Board of Education's EDI or functional equivalent will have the ability to create and maintain the required audit trail.

i. The following cyber security best practice framework shall be followed:

(1) Any system supporting a standard EFT shall:

(a) Be hosted on dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud. When using cloud services, the vendor shall check provider credentials and contracts;

(b) Encrypt stored and transmitted financial information and personal identification information;

(c) Maintain only critical personal identification information. Social Security numbers shall not be utilized as identification numbers for system purposes;

(d) Employ a resilient password policy;

(e) Undergo regular and stress testing;

(f) Have regular security updates on all software and devices carried out;

(g) Have back-up plans, information disposal, and disaster recovery procedures created and tested;

(h) Undergo regular security risk assessments for detecting compromises, along with regular monitoring for vulnerabilities, with necessary patches and updates being implemented; and

(i) Develop a Cybersecurity Incident Response Plan.

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(2) The managing organization shall:

(a) Check provider credentials and contracts when using cloud services;

(b) Educate staff in good security measures and perform employee background checks; and

(c) Create a computer security incident response team, generally called a CSIRT.

j. Financial institution providers of standard EFT technologies shall provide annual evidence of satisfactory internal control to the School Business Administrator/Board Secretary;

k. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or an equivalent successor banking industry standard. In addition, the following safeguards shall be instituted:

(1) All EFTs through the ACH must utilize EDI technology and be subject to an Electronic Funds Transfer and Indemnification Agreement;

(2) A user that can generate an ACH file shall neither have upload rights nor access that permits editing of a vendor routing number or vendor account number;

(3) Each edit to vendor ACH information shall be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit;

(4) Any ACH file that is in plain text format shall not be stored on a local computer past the time transmitted to a bank; and

(5) If supported by the Board of Education's financial institution(s), said entities shall avail themselves of the ability to recall ACH payments via NACHA file.

2. The Board of Education will only utilize standard EFT technologies upon instituting, at a minimum, the following fiscal and operational controls:

a. Policy and Regulation 6470.01 shall be adopted authorizing and governing the use of standard EFT technologies consistent with N.J.A.C. 5:30-9A.1 et seq.;

b. The School Business Administrator/Board Secretary shall ensure that the minimum internal controls set forth in N.J.A.C. 5:30-9A.1 et seq., along with those internal controls set forth in Policy and Regulation 6470.01 are in place and being adhered to;

c. Initiation and authorization roles shall be segregated, and password-restricted.

(1) The School Business Administrator/Board Secretary shall be responsible for initiating all EFTs.

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(2) When the School Business Administrator/Board Secretary initiates an EFT, the Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary shall be responsible for authorization of the EFT.

(a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.

(3) The Board of Education may designate and approve a backup officer/staff member in the event the School Business Administrator/Board Secretary or Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary who is approved to authorize the EFT payment is unavailable.

(4) All payment of claims, ordinances, or resolutions enacted pursuant to N.J.S.A. 40A:5-17.b shall, at a minimum, comply with the provisions of N.J.A.C. 5:30-9A.4.

(5) N.J.A.C. 5:30-9A.4 shall not be interpreted to prevent a Board of Education from requiring, authorizing, and approving more than one officer to authorize an EFT.

d. No Board of Education shall disburse funds unless the goods and services are certified as having been provided pursuant to N.J.S.A. 18A:19-1 et seq. and N.J.A.C. 5:30-9A.1 et seq.

e. On no less than a weekly basis, Activity Reports on all transactions utilizing standard EFT technologies shall be reviewed by an individual designated and approved by the Board that is not under the direct supervision of the School Business Administrator/Board Secretary and is not empowered to initiate or authorize EFTs.

(1) Reconciliations shall be performed on a monthly basis.

(2) All Activity Reports generated by the School Business Administrator/Board Secretary shall be monitored by another individual designated and approved by the Board who is not under the supervision of the School Business Administrator/Board Secretary.

f. A user that uploads an ACH file shall check the amounts and recipients against a register displaying ACH payments.

D. Claimant Certification; When Payment Can Be Made Without Claimant Certification - N.J.A.C. 5:30-9A.6

1. Claimant certification for a Board of Education shall be in accordance with the provisions of N.J.S.A. 18A:19-3 and rules promulgated by the New Jersey Department of Education.

E. Automated Clearing House (ACH) Transactions

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R 6470.01 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

1. Providers of ACH and wire-transfer services must be financial institutions chartered by a State or Federal agency, with the further requirement that financial institutions providing ACH and wire transfer services be covered under the GUDPA, N.J.S.A. 17:9-41 et seq.

2. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or equivalent successor banking industry standard.

3. EFTs through ACH must utilize EDI technology which provides transaction related details including invoice numbers, pay dates, and other identifying information as appropriate for each transaction.

4. The Board of Education must approve an ACH Origination Agreement with the financial institution(s).

5. Users authorized to generate an ACH file shall neither have upload rights nor access permitting editing of a vendor routing number or vendor account number.

6. Each edit to vendor ACH information must be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit.

7. Any user uploading an ACH file shall check the amounts and recipients against a register displaying ACH payments.

8. If supported by the financial institution, the Board of Education shall avail itself of the ability to recall ACH payments via NACHA file.

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R 7425 LEAD TESTING OF WATER IN SCHOOLS (M)

M

The Board of Education shall assure the availability of potable drinking water through sanitary means in school facilities or upon school grounds and shall test the school drinking water quality in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1 and the Planning and Construction Standards for School Facilities, N.J.A.C. 7:10 and N.J.A.C. 6A:26-6.

The school district shall conduct lead sampling and analysis in all drinking water outlets to which a student or staff member has, or may have, access in each school facility, other facility, or temporary facility in accordance with the provisions of N.J.A.C. 6A:26-12.4.

A. Testing of Drinking Water

1. Schedule

a. Sampling shall be conducted in accordance with a lead sampling plan, which shall include:

(1) A plumbing survey for each facility that identifies how water enters and flows through each facility, the types of plumbing materials used in the facility, such as the service line, piping, solder, fixtures, drinking water outlets where students or staff have or may have access, and point of use treatment, such as drinking water filters;

(2) The names and responsibilities of all individuals involved in sampling; and

(3) The following sampling procedures:

(a) Samples shall be taken after water has sat undisturbed in the school pipes for at least eight hours, but no more than forty-eight hours before the sample is taken.

(i) 24-hour school facilities shall collect first-draw samples at drinking water outlets following a stagnation time that would likely result in the longest standing time;

(b) At least eight hours prior to sampling, signs shall be posted to indicate that water shall not be used and access to the

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buildings subject to the sampling shall be restricted to all but authorized staff members;

(c) Existing aerators, screens, and filters shall not be replaced or removed prior to or during sampling; and

(d) All samples shall be collected in pre-cleaned high-density polyethylene (HDPE) 250 milliliter (mL) wide-mouth single-use rigid sample containers that are properly labeled.

2. Analysis of Samples

a. Analysis of samples shall be conducted as follows:

(1) Analysis shall be conducted by a certified laboratory to analyze for lead in drinking water;

(2) The laboratory shall use an approved analytical method pursuant to the Federal Safe Drinking Water Act at 40 CFR 141.23(k)(1); and

(3) Sample analysis shall be conducted in accordance with a Quality Assurance Project Plan (QAPP), which shall be signed by the Board, the certified laboratory, and the individual responsible for conducting the sampling. The QAPP shall include the identification of analytical methods, chain of custody procedures, data validation and reporting processes, detection limits, reporting to three significant figures, field blanks, and quality control measures required by the certified method.

b. The Superintendent or designee may utilize a technical guidance manual, which will be developed by the New Jersey Department of Education (NJDOE), in consultation with the Department of Environmental Protection (DEP), to assist in the school district's compliance with the sampling and analysis requirements of this Regulation.

3. Designated Statewide Required Testing

a. Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets as provided in A.2.a. above in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year:

(1) By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets.

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Sampling shall be prioritized, such that buildings and facilities that previously had outlets with results above the action level or identified in the plumbing profile as high risk for lead shall be sampled first in accordance with the sampling plan; and

(2) The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet.

b. If the Board tests drinking water outlets for lead more frequently than the three-year cycle set forth in A.3.a. above, the notification requirements set forth in B.2.b. below shall apply.

(1) If drinking water outlets are tested more frequently in accordance with A.3.b. above, the Board shall make the most recent results for each facility available on the Board's website.

4. Statement of Assurance

a. The Board shall submit to the NJDOE by June 30 each year a statement of assurance that lead testing was completed, that notifications where provided, and that alternate drinking water continues to be made available in accordance with N.J.A.C. 6A:26-12.4.

5. Exception from Testing Requirements

a. The Board may request an exemption from the testing requirements set forth in A.2. above if they can demonstrate that they do not use any drinking water outlets for consumption or food preparation in any of their facilities.

b. The Board shall submit an application to the NJDOE documenting that no drinking water outlets are used in their facilities and the provisions for an alternative source of drinking water.

c. If the school district receives an exemption from the NJDOE from testing, the Board shall make available for public inspection at the school facility and on the Board's website, if applicable, confirmation that the school district is exempt from testing.

d. No later than June 30 of each Statewide required testing school year set forth in A.3. above, the Board shall either begin testing procedures in accordance with section A.3.a. above or reapply for an exemption under section A.5.

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B. Water Testing – Laboratory Results

1. The Superintendent or designee shall complete a review of final laboratory results within seventy-two hours of receipt.

2. Within twenty-four hours after the Superintendent or designee has reviewed the final laboratory results, the Superintendent or designee shall:

   a. Make the test results of all water samples publicly available at the school facility in accordance with section B.3. below and make the results from the most recent required Statewide testing available on the Board's website; and

   b. If any results exceed the permissible lead action level, provide written notification to the parents of all students attending the facility, facility staff, and the Department of Education. This written notification shall be posted on the Board's website and shall include a description of the following:

      (1) Measures taken by the Board or its designee, to immediately end use of each drinking water outlet where water quality exceeds the permissible lead action level;

      (2) Any additional remedial actions taken or planned by the Board;

      (3) The measures taken to ensure that alternate drinking water has been made available to all students and staff members at the school(s) where the water outlet(s) is located; and

      (4) Information regarding the health effects of lead.

3. Test results of all water samples shall remain publicly available in accordance with the timeline established by the Department of the Treasury in the Records Retention Schedule.

C. Reimbursement

1. The Board shall be eligible to be reimbursed for the water supply testing and analysis conducted pursuant to section A.3. above after July 1, 2021, as approved by the NJDOE and subject to available funds.

2. To be eligible to receive reimbursement, the Board shall complete and submit to the NJDOE a reimbursement application on a form, or in a format, supplied by the NJDOE.

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a. The NJDOE will make the reimbursement application available on its website.

3. If the school district conducts additional testing in a year other than the Statewide required testing school year as set forth in A.3. above, the district shall not be eligible for reimbursement.

D. Failure to Comply

1. Failure to comply with any requirement of N.J.A.C. 6A:26-12.4 and Policy and Regulation 7425 may result in any of the following:

a. Board's disqualification for reimbursement pursuant to C. above;

b. The NJDOE's initiation of an investigation by the Office of Fiscal Accountability and Compliance; and

c. The Commissioner's withholding of State aid pursuant to N.J.A.C. 6A:2-1.2.

Adopted:

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R 8420 EMERGENCY AND NON-FIRE EVACUATION PLAN (M)

M

The need for orderly and safe evacuation during certain situations is critical to the safety of the occupants of a school building. If such a threat is deemed immediate, credible, and reasonable, the Principal or designee may order a non-fire building evacuation. In the event the Principal or designee believes a threat does not exist or immediate evacuation is not required, the Principal or designee shall review the situation with the Superintendent of Schools, who may consult with local law enforcement officials to review the threat risk.

A. Procedures in the Event it is Determined a Non-Fire Evacuation is Warranted

1. The Principal or designee will immediately order a non-fire evacuation of the school building. The notification process may be the school's fire alarm system, a notice over the school's public address system, or any other method deemed appropriate by the Principal or designee to inform building occupants to evacuate the school building. The evacuation may be an entire or partial building evacuation depending on the circumstances.

2. The Principal or designee will:

a. Immediately call local law enforcement officials;

b. Immediately call the Superintendent of Schools;

c. Ensure any school buses enroute to the school or other vehicles entering the school grounds are redirected to a designated alternative location pending further instructions from law enforcement officials;

d. Notify and maintain contact with the Superintendent of Schools regarding the communication to be released to parents, community and media; and

e. Allow local enforcement officials to control the scene upon their arrival.

3. School staff members, upon receiving notice the school needs to be evacuated, will:

a. Direct students to gather personal belongings in the classroom or within their immediate area;

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b. Instruct students not to use any electronic communication device until instructed otherwise;

c. Close the windows and doors of their vacated rooms and turn off any light or electrical switch;

d. Take the student roster and the day's attendance;

e. Lead their class or the students under their supervision upon receiving the evacuation notice to the evacuation area;

f. Take attendance when arriving at the evacuation area and report any additional students or missing students to the Principal or designee;

g. Not allow any student to re-enter the building, leave the evacuation area, or be dismissed from school unless authorized by the Principal or designee or law enforcement officials; and

h. Not speak to the media or permit media to interview any student.

B. Procedures After it is Determined the School Building Can be Reoccupied

1. The Principal or designee, upon a determination by school and law enforcement officials that the threat or risk is concluded, will direct the reoccupation of the building.

2. If it is determined the building is not safe to re-enter, the Principal or designee will notify school officials of the situation at the evacuation assembly locations. If it is determined students will be released for the day, the Principal or designee, in consultation with the Superintendent of Schools, will coordinate student dismissal procedures from the evacuation assembly areas and family notification and reunification protocols.

3. The school district will provide school district staff and other school district crisis response team members to provide counseling and support as needed.

Critical Incident Response Procedures for School Administrators, Faculty and Staff – The New Jersey Office of Homeland Security and Preparedness and the New Jersey Department of Education - 2010

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~~An emergency evacuation plan will be prepared for each school building and facility m accordance with the following rules:~~

~~1. Each building Principal and facility supervisor will prepare a detailed plan for the quick evacuation of pupils and staff members in the event of an emergency. The plan will include, as a minimum:~~

~~a. A map or diagram of the school building, including:~~

~~(l) All offices, classrooms, workshops, labs, gyms, auditoriums, storage places, public rooms, hallways, restrooms, faculty lounges, and the like;~~

~~(2) All entrances and exits to the building;~~

~~(3) The exit routes to be followed by pupils and staff members from every location in the building, including alternative routes to be used in the event that an exit is blocked.~~

~~(4) The locations of emergency equipment, such as fire extinguishers; and~~

~~(5) The location of fire alarms, main electrical switches, main gas and water valves, and any other utility device.~~

~~b. A building procedure for the conduct of fire drills;~~

~~c. Procedures for the safe evacuation of large assemblies of people in such locations as the auditorium and gymnasium;~~

~~d. The identification and telephone numbers of the fire and police departments;~~

~~e. A parent call chain by which parent(s) or legal guardian(s) can be quickly notified of the evacuation of pupils; and~~

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~~f. A location near the school in which evacuated pupils may be kept until they can be removed to their homes and the provisions that will be made for pupils who are. kept there.~~

~~2. The evacuation plan will be reviewed and updated annually.~~

~~3. A copy of the evacuation plan will be filed with the Superintendent.~~

~~4. The evacuation diagram of each building will be prominently displayed in appropriate locations in the building. The regular and alternate evacuation routes appropriate to that room will be prominently displayed in each room in the school.~~

~~5. Each staff member assigned to the building is responsible for knowing the evacuation plan. In particular, each teaching staff member must understand the evacuation route to be taken by the pupils assigned to him/her and be prepared to effectuate the plan immediately and under any circumstances.~~

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R 8462 REPORTING POTENTIALLY MISSING OR ABUSED CHILDREN (M)

~~CHILD ABUSE AND/OR NEGLECT~~

~~A. Definition~~

~~"Child abuse" means the infliction of harm, physical, mental, or emotional, on a child under the age of eighteen by a person who has control over the child, even temporarily,~~ and **208]**

M

A. Definitions

1. ~~an opportunity to repeat the abusive acts. Neglect includes negligence and the failure to respond to a child's basic needs as well as deliberate, willfully abusive acts. N.J.S.A. ISA:36-24 and 18A:36-25.~~ An "abused ~~and/or neglected~~ child" as defined in ~~accordance with~~ N.J.S.A. 9:6-8.9, is a child under the age of eighteen years whose parent,~~(s) or legal~~ guardian,~~(s),~~ or other person having his/her custody **and**~~or~~ control:

a.

~~1.~~ Inflicts or allows to be inflicted upon such child physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ;

b

~~2.~~ Creates or allows to be created a substantial or ongoing risk of physical injury to **such**~~the~~ child by other than accidental means which would be likely to cause death or serious protracted disfigurement, or protracted loss or impairment of the function of any bodily organ;~~ or~~

c

~~3.~~ Commits or allows to be committed an act of sexual abuse against the child;

d

4. Or a child whose physical, mental, or emotional condition has been impaired or is in imminent danger of becoming impaired as the result of the failure of his/**her** parent,~~/legal~~ guardian, or ~~such~~ other

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person having his/**her** custody and control, to exercise a minimum degree of care**:** (1) in supplying the child with adequate food, clothing, shelter, education, medical**,** or surgical care though financially able to do so or though offered financial or other reasonable means to do so**;** or (2) in providing the child the proper supervision or guardianship, by unreasonably inflicting or allowing to be inflicted harm, or substantial risk thereof, including the infliction of excessive corporal punishment or using excessive physical restraint under circumstances which do not indicate that the **child's** ~~child's~~ behavior is harmful to himself/**herself**, others or property**,** ~~;~~ or by any other act of similarly serious nature requiring the aid of the court;

e

~~5.~~ Or a child who has been willfully abandoned by his/**her** parent**,** ~~/legal~~ guardian, or ~~such~~ other person having his/her custody and control**; or**~~.~~

f. Or a child who is in an institution as defined under N.J.S.A. 9:6-8.21 and: (1) has been so placed inappropriately for a continued period of time with the knowledge that the placement has resulted and may continue to result in harm to the child's mental or physical well-being; or (2) has been willfully isolated from ordinary social contact under circumstances which indicate emotional or social deprivation.

A child shall not be considered abused under N.J.S.A. 9:6-8.9 if the acts or omissions described therein occur in a day school as defined in N.J.S.A. 9:6-8.21.

2. An "intern" means a post-secondary student or graduate student in a professional field gaining supervised practical experience.

B. Indications of Child Abuse and/or Neglect

1.

~~1. All school district compensated and uncompensated (volunteer) personnel, including teaching staff members, support staff members, and unpaid volunteers, are charged by law with the responsibility for reporting suspected cases of child abuse and/or neglect.~~ The suspicion of child abuse and/or neglect may be based on the complaints of the child or on the direct observations of the employee**, volunteer, or intern.** ~~.~~ A person should suspect child abuse and/or neglect when certain conditions appear to be present. The conditions may be, but are not limited to, whenever:

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a. There is evidence of physical injury to a **student**~~pupil~~ not likely to have been caused by an accident, regardless of the **student's**~~pupil's~~ explanation of the injury;

b. A **student**~~pupil~~ complains of having been injured or having been sexually molested, with or without external signs of physical injury;

c. A **student**~~pupil~~ appears to be malnourished;

d. A **student's**~~pupil's~~ general condition indicates a persistent want of care, such as clothing inadequate for the weather, inadequate hygiene, lack of sleep, decayed and broken teeth, and the like;

e. A **student**~~pupil~~ complains of or indicates by other means that he/she has been subjected to threats or emotional abuse;

f. A **student**~~pupil~~ is excessively apprehensive, fearful, withdrawn, or aggressive;

g. A student is afraid to go home after school or arrives to school unreasonably early;

h.

~~g.~~ A parent or the caretaker of a child admits having abused the child~~;~~**;**

i.

~~h.~~ The removal from school by the parent~~(s) or legal~~ guardian~~(s),~~ or other person having custody and control of the child that may be an indicator of additional grievous abuses; or

j.

~~i.~~ School district personnel have any other **reason**~~reasonable cause~~ to believe that a child has been subject to child abuse and/or neglect**, to include but not be limited to, physical** ~~or acts of child~~ abuse**, sexual** ~~and/or neglect.~~

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~~2. The employee should not wait to assemble corroborating evidence of child~~ abuse**, neglect, educational abuse, and educational** ~~and/or~~ neglect. ~~The observations and/or complaints of the pupil that gave rise to the reasonable belief that child abuse and/or neglect may have occurred are sufficient to warrant reporting the incident or incidents to the Division of Youth and Family Services (DYFS) for investigation and remediation by that agency.~~

C. Notification Requirements for School District Employees, Volunteers, or Interns

1. Employees, volunteers, or interns working in the school district shall immediately notify designated child welfare authorities of incidents of alleged missing, abused, or neglected children.

a. The

~~C. Reporting Child Abuse and/or Neglect~~

~~1. Whenever an employee has reason to believe that a pupil of this district has been subjected to child abuse and/or neglect or acts of child abuse and/or neglect, regardless of the identity of the suspected abuser, the employee shall immediately report that information to DYFS by telephone call to the Union County office of the agency. In the event the report is made after working hours, on a weekend, or on a holiday, the employee shall call the DYFS Hotline at 800-792-8610. Whenever referring a case to DYFS, the school referrer shall provide, whenever possible, the following information:~~

~~a. The child's name, age, grade, and gender;~~

~~b. The name and address of the child's parent(s) or legal guardian(s) or other~~ person having **reason to believe that a child may be missing or may have been abused or neglected may** ~~custody and control (such as a foster parent);~~

~~c. A description of the child's condition, including any available information concerning current or previous injuries, abuse, or maltreatment and including evidence of previous injuries;~~

~~d. The nature and extent of the child's injuries, abuse, or maltreatment; and~~

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~~e. Any other pertinent information that the employee believes may be relevant with respect to the child abuse and/or neglect and to the identity of the alleged perpetrator.~~

~~2. The person who has reported a case of possible child abuse and/or neglect to DYFS shall promptly so~~ inform the Principal **or other designated school official(s) prior to notifying designated child welfare authorities if the action will not delay**~~of the school in which the child is enrolled, unless the employee has reason to believe that such disclosure to the Principal would be likely to:~~

~~a. Endanger the employee or the child;~~

~~b. Result in retaliation against the child; or~~

~~c. Result in discrimination against the referrer with respect to his/her employment. (N.JA.C. 6A:16-10.2(a)l.)~~

~~3. A pupil whose injuries or physical condition require~~ immediate **notification**~~medical attention shall be reported promptly to the school nurse, in accordance with Policy No. 8441~~.

b

~~D. Cooperation with DYFS~~

~~1.~~ The **person notifying designated** ~~Board of Education and all district personnel will fully cooperate with agents of DYFS in an investigation of~~ child **welfare authorities shall inform**~~abuse and/or neglect that has occurred at any time outside or within~~ the **Principal or other designated school official(s)**~~confines~~ of the **notification, if such had not occurred prior to the notification.**

(1) Notice to the Principal or other designated~~school or during~~ school **official(s) need not be given when the person believes the notice would likely endanger the reporter or student involved or when the person believes the disclosure would likely result in**

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retaliation against the student or in discrimination against the reporter with respect to his or her employment.

2. Reports of incidents of alleged missing, abused, or neglected children shall be reported to the New Jersey State Central Registry (SCR) at 1-877 NJ ABUSE or to any other telephone number designated by the appropriate child welfare authorities. If the child is in immediate danger a call shall be placed to 911 as well as to the SCR.

D. School District's Notification to Law Enforcement

1. The Principal or other designated school official(s) upon being notified by a person having reason to believe that a child may be missing or may have been abused or neglected, must notify appropriate law enforcement authorities of incidents of potentially missing, abused, or neglected child situations.

a. Notification procedures to child welfare authorities and law enforcement authorities regarding alleged incidents of missing, abused, or neglected children shall be consistent with the Memorandum of Agreement between education and law enforcement authorities pursuant to ~~-related functions. (~~N.J.A.C. 6A:16-~~6~~10.2(**b)13.** ~~a)4.i.)~~

b. Notification to appropriate law enforcement authorities shall be made for all reports by employees, volunteers, or interns working in the school district.

(1) The notification to appropriate law enforcement authorities on behalf of a student attending a receiving school shall be made to the law enforcement authorities identified in the receiving school's Memorandum of Agreement as required by N.J.A.C. 6A:16-6.2(b)13.

2. Confirmation by another person is not required for a school district employee, volunteer, or intern to report the suspected missing, abused, or neglected child situation.

E. School District Cooperation with Designated Law Enforcement Authorities

1. The school district

~~2. The DYFS investigator~~ will **cooperate with designated child welfare and law enforcement authorities in all investigations of potentially missing, abused, or neglected children.**

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a. Accommodations shall be made permitting the child welfare and law enforcement investigators~~be permitted~~ to interview the **student**~~child~~ in the presence of the Principal or **other**~~a person~~ designated **school official(s).**

(1) ~~by the Principal.~~ If the **student**~~child~~ is intimidated by the **presence of the school representative, the student shall be requested to name an employee, volunteer, or intern working in the school district**~~Principal or his/her designee, the child may be accompanied during the interview by a staff member~~ whom he **or** ~~/~~she feels will be supportive, **and who will be allowed to accompany the student during the interview.**~~. The accompanying staff member will give comfort to the child but will not participate in the investigation. (N.J.A.C. 6A:16-10.2(a)7.i.)~~

b. District administrative and/or supervisory staff members will assist designated child welfare and law enforcement authorities

~~3. School administrators will cooperate with DYFS~~ in scheduling interviews with **any employee, volunteer, or intern working in the school district**~~school personnel~~ who may have information relevant to the investigation.~~(N.J.A.C. 6A:16-10.2(a)7.ii.)~~

c. In accordance with N.J.A.C. 6A:16-11.1(a)5.iii., the district will

~~4. The custodian of school records shall~~ release~~, in accordance with N.J.S.A. 18A:36-19 and N.J.A.C. 6:3-6,~~ all ~~pupil~~ records of the **student who is the subject of the**~~child(ren) under~~ investigation that are deemed to be relevant to the assessment or treatment of **a potentially missing, abused, or neglected child pursuant to N.J.S.A. 18A:36-19, N.J.S.A. 9:8-8.40 and allowable under the Family Education Rights and Privacy Act (FERPA), 34 CFR Part 99.**~~child abuse and/or neglect~~

d. In accordance with N.J.A.C. 6A:16-11.1(a)5.iv., the district will ensure the maintenance, security

~~5. The Board of Education shall maintain, secure~~, and release **of** all confidential information about **potential missing, abused, or neglected child situations is**~~child abuse and/or neglect cases~~ in accordance with N.J.S.A. 18A:36-19, N.J.**S.**A.~~C.~~ 9:~~6-8~~**-8.40.**~~l0a~~, and N.J.A.C. **6A:32-7**~~6:3-6.6~~.

(1) All information

~~a. Information~~ regarding **allegations of potentially missing, abused,** ~~child abuse and/~~or **neglected children**~~neglect~~ reported to **authorities**~~, investigated and reported upon by DYFS~~ about **an**~~a school~~ employee,

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volunteer, or intern working in the school district shall be considered confidential and may be disclosed only as required in order to cooperate **in**~~with DYFS~~ investigations **pursuant to N.J.A.C. 6A:16-11.1(a)2. and 3.** or by **virtue of a Court Order.** ~~court order.~~

~~b.~~**a.** Records pertaining to such information shall be maintained in a secure location separate from other employee personnel records and accessible only to the **Superintendent or**~~district chief school administrator or his/her~~ designee.

e. In accordance with N.J.A.C. 6A:16-11.1(a)5.v., the district will release the student to child welfare authorities while school is in session when it is necessary to protect the student or take the student to a service provider.

(1) Such removal shall take place only after the Principal or other designated school official(s) has been provided, either in advance or at the time removal is sought, with appropriate documentation that the child welfare authority has already removed, or has appropriate authority to remove, the student from his or her home, as specified in

~~6. School employees shall regard as confidential all information about a child abuse and/or neglect investigation remediation.~~

~~7. School principals will permit agents ofDYFS to remove pupils from school during the school day when removal is necessary to protect the child or to take the child to a service provider, on presentation of appropriate authorization. (N.J.A.C. 6A:16-10.2(a)7.v.)~~

~~8. School principals will cooperate with DYFS when that agency deems that it is necessary to remove the child from his/her home for proper care and protection and when such removal results in the transfer of the child to a school other than the one in which he/she was emolled. (N.J.A.C. 6A:16-10.2(a)7.vi.)~~

~~9. The Board of Education will provide for a district liaison with DYFS in accordance with N.J.A.C. 6A:16-l0.2(a)5.i. who will facilitate communication and cooperation between the district and DYFS and act as primary contact person between the schools and DYFS with regard to general information sharing and development of mutual training and other cooperative efforts. The district liaison will assist the Board and administration in developing employee orientation programs and annual in-service programs to all school staff concerning child abuse and/or neglect. The district liaison will receive DYFS findings at each stage of the investigation and will recommend to the Superintendent such action that may be necessary and appropriate.~~

~~The Board of Education will provide due process rights to school personnel who have been reassigned or suspended in accordance with N.J.S.A. 18A:6-10 et seq., 18A:25-l, l SA:25-6, and~~ N.J.S.A. 9:6-**8.27 through 8.30.**

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f. The district will cooperate in the transfer of a student who has been removed from his or her home by designated child welfare authorities for proper care and protection pursuant to N.J.S.A. 9:6-8.28 and 8.29 to another school.

F. Due Process Rights of a School Employee, Volunteer, or Intern Named As a Suspect

1. An employee, volunteer, or intern working in the school district who has been named as a suspect in a notification to child welfare and law enforcement authorities regarding a missing-, abused-, or neglected-child situation shall be entitled to due process rights.

~~10.~~**6. 2.** ~~3-1.~~Temporary reassignment or suspension of ~~school personnel alleged to have committed~~ an **employee, volunteer, or intern working in the school district named as a suspect pursuant to N.J.A.C. 6A:16-11.1(a)2**~~act of child abuse and/or neglect~~ shall occur **only** if there is **reason**~~reasonable cause~~ to believe that the life or ~~the~~ health of the alleged victim or other **student**~~children~~ is in **jeopardy**~~imminent danger~~ due to continued contact between the **employee, volunteer, or intern and the student.**~~school personnel and a child. (NJ.AC. 6A:16-I0.2(a)7.vii.)~~

3. All

~~11.~~

~~The Board of Education will remove from the employee's personnel records all~~ references to a **notification to the designated child welfare authorities of a potential missing-, abused-, or neglected-child situation involving a** ~~report to DYFS and/or official notice from DYFS of child abuse and/or neglect regarding a~~ school district employee, **shall be removed from the employee's personnel records** immediately following the receipt of **an official** notice from **child welfare authorities**~~DYFS~~ that the allegation was unfounded **pursuant to N.J.S.A. 18A:6-7a**~~. Such unfounded report by DYFS shall not be used against the employee for any purpose relating to their employment in accordance with N.JA.C. 6A:16-10.2(a)7.viii~~.

~~E. Employee Protection~~

~~1. School districts shall review all employee personnel files and remove all references to complaints and/or investigations of child abuse and/or neglect by DYFS that have been classified as unfounded or unsubstantiated.~~

~~N.J.A.C. 6A:16-10.2 et seq.~~

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REGULATION GUIDE **BERKELEY HEIGHTS BOARD OF EDUCATION**

OPERATIONS

R 8462 REPORTING POTENTIALLY MISSING OR ABUSED CHILDREN (M)

Adopted: October 14, 2004

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Policies to be Abolished

5512 HAZING

The Building Principal, in conjunction with the Affirmative Action Officer will develop and

The Board of Education prohibits acts of hazing. A safe and civil environment in school is necessary for pupils to learn and achieve high academic standards. Hazing, like other disruptive or violent behaviors, is conduct that disrupts both a pupil's ability to learn and a school's ability to educate its pupils in a safe environment; and since pupils learn by example, school administrators, faculty, staff and volunteers are expected to demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate hazing.

The Board of Education believes hazing activities of any type are inconsistent with the educational process and the Board prohibits all such hazing behavior at any time on school premises, at any school-sponsored function or on any school bus.

"***Hazing***" means the performance of any act or the coercion of another to perform any act of initiation into any class, team, or organization that causes or creates a substantial risk of causing mental or physical harm. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions contained in this policy.

The district prohibits active and passive support for hazing. All staff members, pupils and school volunteers shall be alert to possible behavior, circumstances, or events that might include hazing. A person who detects hazing and/or planned hazing shall immediately inform the pupil(s) involved of the prohibition against this behavior and/or conduct and direct them to immediately cease all such behavior and/or conduct. All such incidents must be reported to the Building Principal.

The Building Principal will report to the Affirmative Action Officer and the Superintendent any incident reported from a staff member, pupil, parent, legal guardian or any other source. The Building Principal will also report information received from anonymous sources; however, any formal disciplinary action will not be taken solely on the basis of an anonymous report.

There will be no reprisals or retaliation against any person(s) making such report of hazing behavior. Any allegations of reprisals or retaliation shall be reported directly to the Building Principal who will investigate such allegations and take appropriate action if the allegations are continued and/or if the person is found to have falsely accused another as means of retaliation or as a means of hazing.

The Building Principal or designee will immediately investigate any report of actual or planned hazing.

If the investigation determines hazing behavior was planned or was present, or that there were incidences of active or passive support for hazing, the administration will take reasonable, age-appropriate and effective corrective action to end the behavior which may include, but is not limited to, counseling, warning, and/or disciplinary action. The administration may need to provide support services to the pupil(s) that was hazed to remedy the past hazing behavior.

Nothing in this Policy prohibits the Affirmative Action Officer from complying with the requirements of the district's Affirmative Action Program as outlined in Policy 1550 and N.J.A.C. 6:4-1.1*et seq*.

The Building Principal, in conjunction with the Affirmative Action Officer will develop and conduct training and information programs for all school staff, pupils, parents and interested community members on the district's Hazing Policy.

Any pupil organization that seeks to organize and perpetuate itself by taking in members based on the decision of the membership of the organization, rather than from the free choice of any pupils who are otherwise qualified to fill the special aims of such organization, is prohibited.

This Policy shall be published in pupil and staff handbooks upon its adoption by the Board. The Board will seek school community input prior to the initial adoption and any revisions to this Policy.

N.J.S.A. 18A:37-1 *et seq.*; 18A:42-5; 18A:42-6

Cross Reference: Policy Guide No. 5841

Adopted: June 19, 2003

Revision:

5512.01 HARASSMENT, INTIMIDATION AND BULLYING

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ABOLISH - NOW IN P 5512(M)

A. Policy Statement

The Board of Education prohibits acts of harassment, intimidation, or bullying of a student. A safe and civil environment in school is necessary for students to learn and achieve high academic standards. Harassment, intimidation, or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. Harassment, intimidation, or bullying is unwanted, aggressive behavior that may involve a real or perceived power imbalance. Since students learn by example, school administrators, faculty, staff and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation, or bullying.

For the purposes of the Policy, the term "parent," pursuant to N.J.A.C. 6A:16-1.3, means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s), or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency which has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

B. Harassment, Intimidation, and Bullying Definition

"Harassment, intimidation, or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, as defined in N.J.S.A. 18A:37-14, whether it be a single incident or a series of incidents that:

1. Is reasonably perceived as being motivated by either any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic;
2. Takes place on school property, at any school-sponsored function, on a school bus, or off school grounds, as provided for in N.J.S.A. 18A:37-15.3;
3. Substantially disrupts or interferes with the orderly operation of the school or the rights of other students; and that

a. A reasonable person should know, under the circumstances, that the act(s) will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or
b. Has the effect of insulting or demeaning any student or group of students; or
c. Creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

"Electronic communication" means a communication transmitted by means of an electronic device, including but not limited to, a telephone, cellular phone, computer, or pager.

C. Student Expectations

The Board expects students to conduct themselves in keeping with their levels of development, maturity and demonstrated capabilities with proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities and the care of school facilities and equipment consistent with the Code of Student Conduct.

The Board believes that standards for student behavior must be set cooperatively through interaction among the students, parents, school employees, school administrators, school volunteers, and community representatives, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school district and community property on the part of students, staff, and community members.

Students are expected to behave in a way that creates a supportive learning environment. The Board believes the best discipline is self-imposed, and it is the responsibility of staff to use instances of violations of the Code of Student Conduct as

ABOLISH - NOW HB 5512 (M)

opportunities to help students learn to assume and accept responsibility for their behavior and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to prevent student conduct problems and foster students' abilities to grow in self-discipline.

The Board expects that students will act in accordance with the student behavioral expectations and standards regarding harassment, intimidation, and bullying, including:

1. Student responsibilities (e.g., requirements for students to conform to reasonable standards of socially accepted behavior; respect the person, property and rights of others; obey constituted authority; and respond to those who hold that authority);
2. Appropriate recognition for positive reinforcement for good conduct, self-discipline, and good citizenship;
3. Student rights; and
4. Sanctions and due process for violations of the Code of Student Conduct.

Pursuant to N.J.S.A. 18A:37-15(a) and N.J.A.C. 6A:16-7.1(a) 1, the district has involved a broad-base of school and community members, including parents, students, instructional staff, student support services staff, school administrators, and school volunteers, as well as community organizations, such as faith-based, health and human service, business and law enforcement, in the development of this Policy. Based on locally determined and accepted core ethical values adopted by the Board, pursuant to N.J.A.C. 6A:16-7.1(a)2, the Board must develop guidelines for student conduct pursuant to N.J.A.C. 6A:16-7.1. These guidelines for student conduct will take into consideration the developmental ages of students, the severity of the offenses and students' histories of inappropriate behaviors, and the mission and physical facilities of the individual school(s) in the district. This Policy requires all students in the district to adhere to the rules established by the school district and to submit to the remedial and consequential measures that are appropriately assigned for infractions of these rules.

Pursuant to N.J.A.C. 6A:16-7.1, the Superintendent must annually provide to students and their parents or guardians the rules of the district regarding student conduct. Provisions shall be made for informing parents or guardians whose primary language is other than English.

The district prohibits active or passive support for acts of harassment, intimidation, or bullying. Students are encouraged to support other students who:

1. Walk away from acts of harassment, intimidation, and bullying when they see them;
2. Constructively attempt to stop acts of harassment, intimidation, or bullying;
3. Provide support to students who have been subjected to harassment, intimidation, or bullying; and
4. Report acts of harassment, intimidation, and bullying to the designated school staff member.

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D. Consequences and Appropriate Remedial Actions

The Board of Education requires its school administrators to implement procedures that ensure both the appropriate consequences and remedial responses for students who commit one or more acts of harassment, intimidation, or bullying, consistent with the Code of Student Conduct, and the consequences and remedial responses for staff members who commit one or more acts of harassment, intimidation, or bullying. The following factors, at a minimum, shall be given full consideration by school administrators in the implementation of appropriate consequences and remedial measures for each act of harassment, intimidation, or bullying by students.

Appropriate remedial action for a student who commits an act of harassment, intimidation, or bullying that takes into account the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performances. The appropriate remedial action may also include a behavioral assessment or evaluation including, but not limited to, a referral to the Child Study Team as appropriate; and supportive interventions and referral services, including those at N.J.A.C. 6A:16-8.

Factors for Determining Consequences

1. Age, developmental and maturity levels of the parties involved and their relationship to the school district;
2. Degrees of harm;
3. Surrounding circumstances;
4. Nature and severity of the behavior(s);
5. Incidences of part or continuing patterns of behavior;
6. Relationships between the parties involved; and
7. Context in which the alleged incidents occurred.

Factors for Determining Remedial Measures

Personal

1. Life skill deficiencies;
2. Social relationships;
3. Strengths;
4. Talents;
5. Traits;
6. Interests;
7. Hobbies;
8. Extra-curricular activities;
9. Classroom participation;
10. Academic performance; and
11. Relationship to students and the school district.

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~~Environmental~~

1. ~~School culture;~~
2. ~~School climate;~~
3. ~~Student-staff relationships and staff behavior toward the student;~~
4. ~~General staff management of classrooms or other educational environments;~~
5. ~~Staff ability to prevent and manage difficult or inflammatory situations;~~
6. ~~Social-emotional and behavioral supports;~~
7. ~~Social relationships;~~
8. ~~Community activities;~~
9. ~~Neighborhood situation; and~~
10. ~~Family situation.~~

~~Consequences and appropriate remedial action for a student or staff member who commits one or more acts of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion of students, as set forth in the Board's approved Code of Student Conduct pursuant to N.J.A.C. 6A:16-7.1. Consequences for a student who commits an act of harassment, intimidation, or bullying are those that are varied and graded according to the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performance, consistent with the Board's approved Code of Student Conduct and N.J.A.C. 6A:16-7, Student Conduct. Remedial measures shall be designed to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the victim of the act, and take corrective action for documented systemic problems related to harassment, intimidation, or bullying. The consequences and remedial measures may include, but are not limited to, the examples listed below:~~

~~Examples of Consequences~~

1. ~~Admonishment;~~
2. ~~Temporary removal from the classroom;~~
3. ~~Deprivation of privileges;~~
4. ~~Classroom or administrative detention;~~
5. ~~Referral to disciplinarian;~~
6. ~~In-school suspension during the school week or the weekend;~~
7. ~~After-school programs;~~
8. ~~Out-of-school suspension (short-term or long-term);~~
9. ~~Reports to law enforcement or other legal action;~~
10. ~~Expulsion; and~~
11. ~~Bans from providing services, participating in school-district-sponsored programs, or being in school buildings or on school grounds.~~

~~Examples of Remedial Measures – Personal~~

1. ~~Age appropriate restitution and restoration;~~

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2. Peer support group;
3. Recommendations of a student behavior or ethics council;
4. Corrective instruction or other relevant learning or service experience;
5. Supportive student interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
6. Behavioral assessment or evaluation, including, but not limited to, a referral to the Child Study Team, as appropriate;
7. Behavioral management plan, with benchmarks that are closely monitored. Ensure the student has a voice in the outcome and can identify ways he or she can solve the problem and change behaviors;
8. Assignment of leadership responsibilities (e.g., hallway or bus monitor);
9. Involvement of school disciplinarian;
10. Student counseling;
11. Parent conferences;
12. Alternative placements (e.g., alternative education programs;
13. Student treatment; or
14. Student therapy.

Examples of Remedial Measures – Environmental (Classroom, School Building or School District)

1. School and community surveys or other strategies for determining the conditions contributing to harassment, intimidation, or bullying;
2. School culture change;
3. School climate improvement;
4. Adoption of research-based, systemic bullying prevention programs;
5. School policy and procedures revisions;
6. Modifications of schedules;
7. Adjustments in hallway traffic;
8. Modifications in student routes or patterns traveling to and from school;
9. Supervision of student before and after school, including school transportation;
10. Targeted use of monitors (e.g., hallway, cafeteria, locker room, playground, school perimeter, bus);
11. Teacher aides;
12. Small or large group presentations for fully addressing the behaviors and the responses to the behaviors;
13. General professional development programs for certificated and non- certificated staff;
14. Professional development plans for involved staff;
15. Disciplinary action for school staff who contributed to the problem;
16. Supportive institutional interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
17. Parent conferences;
18. Family counseling;
19. Involvement of parent-teacher organizations;
20. Involvement of community-based organizations;

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21. Development of a general bullying response plan;
22. Recommendations of a student behavior or ethics council;
23. Peer support groups;
24. Alternative placements (e.g., alternative education programs);
25. School transfers; and
26. Law enforcement (e.g., safe schools resource officer, juvenile officer) involvement or other legal action.

N.J.A.C. 6A:16-7.9(a)2.vi requires appropriate consequences and remedial actions for any staff member who commits an act of harassment, intimidation, or bullying of a student. The consequences may include, but not be limited to, verbal or written reprimand, increment withholding, legal action, disciplinary action, and/or termination. Remedial measures may include, but not be limited to, in or out-of-school counseling, professional development programs, and work environment modifications.

Target/Victim Support

Districts should identify a range of strategies and resources that will be available to individual victims of harassment, intimidation, and bullying, and respond in a manner that provides relief to victims and does not stigmatize victims or further their sense of persecution. The type, diversity, location, and degree of support are directly related to the student's perception of safety.

Sufficient safety measures should be undertaken to ensure the victims' physical and social-emotional well-being and their ability to learn in a safe, supportive, and civil educational environment.

Examples of support for student victims of harassment, intimidation, and bullying include:

1. Teacher aides;
2. Hallway and playground monitors;
3. Partnering with a school leader;
4. Provision of an adult mentor;
5. Assignment of an adult "shadow" to help protect the student;
6. Seating changes;
7. Schedule changes;
8. School transfer;
9. Before- and after-school supervision;
10. School transportation supervision;
11. Counseling; and
12. Treatment or therapy.

E. Harassment, Intimidation, and Bullying Off School Grounds

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This Policy and the Code of Student Conduct shall apply to instances when a school employee is made aware of alleged harassment, intimidation, or bullying occurring off school grounds when:

1. The alleged harassment, intimidation, or bullying has substantially disrupted or interfered with the orderly operation of the school or the rights of other students; and either
2. A reasonable person should know, under the circumstances, that the alleged behavior will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or
3. The alleged behavior has the effect of insulting or demeaning any student or group of students; or
4. The alleged behavior creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

F. Harassment, Intimidation, and Bullying Reporting Procedure

The Board of Education requires the Principal at each school to be responsible for receiving complaints alleging violations of this Policy. All Board members, school employees, and volunteers and contracted service providers who have contact students are required to verbally report alleged violations of this Policy to the Principal or the Principal's designee on the same day when the individual witnessed or received reliable information regarding any such incident. All Board members, school employees, and volunteers and contracted service providers who have contact with students, also shall submit a report in writing to the Principal within two school days of the verbal report. The Principal will inform the parents of all students involved in alleged incidents and, as appropriate, may discuss the availability of counseling and other intervention services. The Principal, upon receiving a verbal or written report, may take interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation.

The Principal, in consultation with the anti-bullying specialist, may make a preliminary determination as to whether a reported incident or complaint regarding students, assuming all facts presented are true, is a report within the scope of N.J.S.A. 18A:37-14. If the Principal's preliminary determination is that the incident or complaint reported is outside the scope of N.J.S.A. 18A:37-14, the individual reporting the incident will be notified and the Principal's determination may be appealed to the Board of Education and thereafter to the Commissioner of Education in accordance with N.J.A.C. 6A:3. The Board's Pupil Grievance Policy 5710 shall govern.

If the Principal determines that the reported incident or complaint is within the scope of N.J.S.A. 18A:37-14, then s/he will inform the parents of all students involved in alleged incidents, and, as appropriate, may discuss the availability of counseling and other intervention services. The Principal, upon receiving a verbal or written report, may take

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~~interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation. The Principal shall take into account the circumstances of the incident when providing notification to parents and guardians of all students involved in the reported harassment, intimidation, or bullying incident and when conveying the nature of the incident, including the actual or perceived protected category motivating the alleged offense.~~

~~Students, parents, and visitors are encouraged to report alleged violations of this Policy to the Principal on the same day when the individual witnessed or received reliable information regarding any such incident. Students, parents, and visitors may report an act of harassment, intimidation, or bullying anonymously. Formal action for violations of the Code of Student Conduct may not be taken solely on the basis of an anonymous report.~~

~~A Board member or school employee who promptly reports an incident of harassment, intimidation, or bullying and who makes this report in compliance with the procedures set forth in the Policy, is immune from a cause of action for damages arising from any failure to remedy the reported incident.~~

~~In accordance with the provision of N.J.S.A. 18A:37-18, the harassment, intimidation, and bullying law does not prevent a victim from seeking redress under any other available law, either civil or criminal, nor does it create or alter any tort liability.~~

~~The district may consider every mechanism available to simplify reporting, including standard reporting forms and/or web-based reporting mechanisms. For anonymous reporting, the district may consider locked boxes located in areas of a school where reports can be submitted without fear of being observed.~~

~~A school administrator who receives a report of harassment, intimidation, and bullying from a district employee, and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action.~~

~~G. Anti-Bullying Coordinator, Anti-Bullying Specialist and School Safety/School Climate Team(s)~~

~~1. The superintendent shall appoint a district Anti-Bullying Coordinator. The Superintendent shall make every effort to appoint an employee of the school district to this position.~~

~~The district Anti-Bullying Coordinator shall:~~

~~a. Be responsible for coordinating and strengthening the school district's policies to prevent, identify, and address harassment, intimidation, or bullying of students;~~

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b. Collaborate with school Anti-Bullying Specialists in the district, the Board of Education, and the Superintendent to prevent, identify, and respond to harassment, intimidation, or bullying of students in the district;
c. Provide data, in collaboration with the Superintendent, to the Department of Education regarding harassment, intimidation, or bullying of students;
d. Execute such other duties related to school harassment, intimidation, or bullying as requested by the Superintendent; and
e. Meet at least twice a school year with the school Anti-Bullying Specialist(s) to discuss and strengthen procedures and policies to prevent, identify, and address harassment, intimidation, and bullying in the district.

2. The Principal in each school shall appoint a school Anti-Bullying Specialist. When a school guidance counselor, school psychologist, or another individual similarly trained is currently employed in the school, the Principal shall appoint that individual to be the school Anti-Bullying Specialist. If no individual meeting this criteria is currently employed in the school, the Principal shall appoint a school Anti-Bullying Specialist from currently employed school personnel.

The school Anti-Bullying Specialist shall:

a. Chair the School Safety/School Climate Team as provided in N.J.S.A. 18A:37-21;
b. Lead the investigation of incidents of harassment, intimidation, or bullying in the school; and

d. Act as the primary school official responsible for preventing, identifying, and addressing incidents of harassment, intimidation, or bullying in the school.

3. A School Safety/School Climate Team shall be formed in each school in the district to develop, foster, and maintain a positive school climate by focusing on the on-going, systemic process and practices in the school, and to address school climate issues such as harassment, intimidation, or bullying. Each School Safety/School Climate Team shall meet at least two times per school year. The School Safety/School Climate Team shall consist of the Principal or the Principal's designee who, if possible, shall be a senior administrator in the school and the following appointees of the Principal: a teacher in the school; a school Anti-Bullying Specialist; a parent of a student in the school; and other members to be determined by the Principal. The school Anti-Bullying Specialist shall serve as the chair of the School Safety/School Climate Team.

The School Safety/School Climate Team shall:

a. Receive any complaints of harassment, intimidation, or bullying of students that have been reported to the Principal;
b. Receive copies of any report prepared after an investigation of an incident of harassment, intimidation, or bullying;

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c. Identify and address patterns of harassment, intimidation, or bullying of students in the school;
d. Review and strengthen school climate and the policies of the school in order to prevent and address harassment, intimidation, or bullying of students;
e. Educate the community, including students, teachers, administrative staff, and parents, to prevent and address harassment, intimidation, or bullying of students;
f. Participate in the training required pursuant to the provisions of N.J.S.A. 18A:37-13 *et seq.* and other training which the Principal or the district Anti-Bullying Coordinator may request;
g. Collaborate with the district Anti-Bullying Coordinator in the collection of district-wide data and in the development of district policies to prevent and address harassment, intimidation, or bullying of students; and
h. Execute such other duties related to harassment, intimidation, or bullying as requested by the Principal or district Anti-Bullying Coordinator.

The members of a School Safety/School Climate Team shall be provided professional development opportunities that address effective practices of successful school climate programs or approaches. Notwithstanding any provision of N.J.S.A. 18A:37-21 to the contrary, a parent who is a member of the School Safety/School Climate Team shall not participate in the activities of the team set forth in 3.a., b., or c. above or any other activities of the team which may compromise the confidentiality of a student.

H. Harassment, Intimidation, and Bullying Investigation

The Board requires a thorough and complete investigation to be conducted for each report of an alleged incident of harassment, intimidation, or bullying. The investigation shall be initiated by the Principal or the Principal's designee within one school day of the verbal report of the incident. The investigation shall be conducted by the school Anti-Bullying Specialist. The Principal may appoint additional personnel who are not school Anti-Bullying Specialists to assist the school Anti-Bullying Specialist in the investigation. Investigations or complaints concerning adult conduct shall not be investigated by a member of the same bargaining unit as the individual who is the subject of the investigation. An investigation concerning a staff member shall not be conducted by a staff member who is supervised by the staff member being investigated or who is an administrator in the district. The Principal or designee, in consultation with the Superintendent or designee, will appoint a staff member to complete these investigations.

The investigation shall be completed and the written findings submitted to the Principal as soon as possible, but not later than ten school days from the date of the written report of the alleged incident of harassment, intimidation, or bullying. Should information regarding the reported incident and the investigation be received after the end of the ten-day period, the school Anti-Bullying Specialist or the Principal shall amend the original report of the results of the investigation to ensure there is an accurate and current record of the facts and activities concerning the reported incident.

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~~The Principal shall proceed in accordance with the Code of Student Conduct, as appropriate, based on the investigation findings. The Principal shall submit the report to the Superintendent within two school days of the completion of the investigation and in accordance with the Administrative Procedures Act (N.J.S.A. 52:14B-1 *et seq.*). As appropriate to the findings from the investigation, the Superintendent shall ensure the Code of Student Conduct has been implemented and provide intervention services, order counseling, establish training programs to reduce harassment, intimidation, or bullying and enhance school climate, or take or recommend other appropriate action, as necessary.~~

~~The Superintendent shall report the results of each investigation to the Board of Education no later than the date of the regularly scheduled Board of Education meeting following the completion of the investigation. The Superintendent's report also shall include information on any consequences imposed under the Code of Student Conduct, intervention services provided, counseling ordered, training established or other action taken or recommended by the Superintendent.~~

~~Parents of the students who are parties to the investigation shall be provided with information about the investigation, in accordance with Federal and State law and regulation. The information to be provided to parents or guardians shall include the nature of the investigation, whether the district found evidence of harassment, intimidation, or bullying, or whether consequences were imposed or services provided to address the incident of harassment, intimidation, or bullying. This information shall be provided in writing within five school days after the results of the investigation are reported to the Board of Education.~~

~~A parent or guardian may request a hearing before the Board of Education after receiving the written information. Any request for such a hearing shall be filed with the Board Secretary no later than sixty calendar days after the written information is provided to the parents. When a request for a hearing is granted, the hearing shall be held within ten school days of the request. The Board of Education shall conduct the hearing in executive session, pursuant to the Open Public Meetings Act (N.J.S.A. 10:4-1 *et seq.*), to protect the confidentiality of the students. At the hearing, the Board may hear testimony from and consider information provided by the school Anti-Bullying Specialist and others, as appropriate, regarding the alleged incident, the findings from the investigation of the alleged incident, recommendations for consequences or services, and any other programs instituted to reduce such incidents, prior to rendering a determination.~~

~~At the regularly scheduled Board of Education meeting following its receipt of the report or following a hearing in executive session, the Board shall issue a decision, in writing, to affirm, reject, or modify the Superintendent's decision.~~

~~The Board's decision may be appealed to the Commissioner of Education, in accordance with N.J.A.C. 6A:3, Controversies and Disputes, no later than ninety days after issuance of the Board of Education's decision.~~

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A parent, student, legal guardian, or organization may file a complaint with the Division on Civil Rights within one hundred eighty days of the occurrence of any incident of harassment, intimidation, or bullying based on membership in a protected group as enumerated in the "Law Against Discrimination," P.L. 1945, c.169 (C.10:5-1 *et seq.*).

I. Range of Responses to an Incident of Harassment, Intimidation, or Bullying

The Board authorizes the Principal of each school, in conjunction with the Anti-Bullying Specialist, to define the range of ways in which school staff will respond once an incident of harassment, intimidation, or bullying is confirmed, and the Superintendent shall respond to confirmed harassment, intimidation, and bullying, according to the parameters described in this Policy. The Board recognizes that some acts of harassment, intimidation, or bullying may be isolated incidents requiring the school officials respond appropriately to the individual(s) committing the acts. Other acts may be so serious or parts of a larger pattern of harassment, intimidation, or bullying that they require a response wither at the classroom, school building or school district level or by law enforcement officials.

Consequences and appropriate remedial actions for a student who commits an act of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-1, Discipline of Students and as set forth in N.J.A.C. 6A:16-7.2, Short-term Suspensions, N.J.A.C. 6A:16-7.3, Long-term Suspensions and N.J.A.C. 6A:16-7.5, Expulsions.

In considering whether a response beyond the individual level is appropriate, school officials shall consider the nature and circumstances of the act, the degree of harm, the nature and severity of the behavior, past incidences or past or continuing patterns of behavior, and the context in which the alleged incident(s) occurred. Institutional (i.e., classroom, school building, school district) responses can range from school and community surveys, to mailings, to focus groups, to adoption of research-based harassment, intimidation or bullying prevention program models, to training for certificated and non-certificated staff, to participation of parents and other community members and organizations, to small or large group presentations for fully addressing the actions and the school's response to the actions, in the context of the acceptable student and staff member behavior and the consequences of such actions, and to the involvement of law enforcement officers, including safe schools resource officers.

For every incident of harassment, intimidation, or bullying, the school officials must respond appropriately to the individual who committed the act. The Board is encouraged to set the parameters for the range of responses to be established by the Principal and for the Superintendent to follow. The range of responses to confirmed harassment, intimidation, or bullying acts should include individual, classroom, school, or district responses, as appropriate to the findings from each incident. Examples of responses that apply to each of these categories are provided below:

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1. Individual responses can include positive behavioral interventions (e.g., peer mentoring, short-term counseling, life skills groups) and punitive actions (e.g., detention, in-school or out-of-school suspension, expulsion, law enforcement report, or other legal action).
2. Classroom responses can include class discussions about an incident or harassment, intimidation or bullying, role plays, research projects, observing and discussing audio-visual materials on these subjects, and skill-building lessons in courtesy, tolerance, assertiveness, and conflict management.
3. School responses can include theme days, learning station programs, parent programs, and information disseminated to students and parents or guardians, such as fact sheets or newsletters explaining acceptable uses of electronic and wireless communication devices or strategies for fostering expected student behavior.
4. District-wide responses can include community involvement in policy review and development, professional development programs, adoption of curricula and school-wide programs, coordination with community-based organizations (e.g., mental health, health services, health facilities, law enforcement officials, faith-based organizations), and disseminating information on the core ethical values adopted by the Board of Education's Code of Student Conduct, per N.J.A.C. 6A:16-7.1(a)2.

The district will identify a range of strategies and resources, which could include, but not be limited to, the following actions for individual victims: counseling; teacher aides, hallway and playground monitors; schedule changes; before and after school supervision; school transportation supervision; school transfers; and therapy.

J. Reprisal or Retaliation Prohibited

The Board prohibits a Board member, school employee, contracted service provider who has contact with students, school volunteer, or student from engaging in reprisal, retaliation, or false accusation against a victim, witness, one with reliable information, or any other person who has reliable information about an act of harassment, intimidation, or bullying or who reports an act of harassment intimidation, or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the administrator after consideration of the nature, severity and circumstances of the act, in accordance with case law, Federal and State statutes and regulations and district policies and procedures.

All suspected acts of reprisal or retaliation will be taken seriously and appropriate responses will be made in accordance with the totality of the circumstances. Examples of consequences and remedial measures are listed in the Consequences and Appropriate Remedial Actions section of this policy.

K. Consequences and Appropriate Remedial Action for False Accusation

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The Board prohibits any person from falsely accusing another as a means of harassment, intimidation, or bullying.

1. Students – Consequences and appropriate remedial action for a student found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation may range from positive behavioral interventions p to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-1 *et seq.*, Discipline of Students and as set forth in N.J.A.C. 6A:16-7.2, Short-term Suspensions, N.J.A.C. 6A:16-7, Long-term Suspensions and N.J.A.C. 6A:16-7.5, Expulsions.
2. School Employees – Consequences and appropriate remedial action for a school employee or contracted service provider who has contact with students found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation could entail discipline in accordance with district policies, procedures, and agreements which may include, but not be limited to, reprimand, suspension, increment withholding, or termination.
3. Visitors or Volunteers – Consequences and appropriate remedial action for a visitor or volunteer found to have falsely accused another as a means of harassment, intimidation, or bullying as a means of retaliation could be determined by the school administrator after consideration of the nature, severity, and circumstances of the act, including law enforcement reports or other legal actions, removal of building or grounds privileges, or prohibiting contact with students or the provision of student services.

L. Harassment, Intimidation, and Bullying Policy Publication and Dissemination

This Policy will be disseminated annually by the Superintendent to all school employees, contracted service providers who have contact with students, school volunteers, students, and parents who have children enrolled in a school in the district, along with a statement explaining the Policy applies to all acts of harassment, intimidation, or bullying, pursuant to N.J.S.A. 18A:37-14 that occur on school property, at school-sponsored functions, or on a school bus and, as appropriate, acts that occur off school grounds.

The Superintendent shall ensure that notice of this Policy appears in the student handbook and all other publications of the school district that set forth the comprehensive rules, procedures, and standards for schools within the school district.

The Superintendent shall post a link to the district's Harassment, Intimidation, and Bullying Policy that is prominently displayed on the homepage of the school district's website. The district will notify students and parents this Harassment, Intimidation, and Bullying Policy is available on the school district's website.

The Superintendent shall post the name, school phone number, school address, and school email address of the district Anti-Bullying Coordinator on the home page of the school district's website. Each Principal shall post the name, school phone number,

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address, and school email address of both the Anti-Bullying Specialist and the district Anti-Bullying Coordinator on the home page of each school's website.

M. Harassment, Intimidation, and Bullying Training and Prevention Programs

The Superintendent and Principal(s) shall provide training on the school district's Harassment, Intimidation, and Bullying Policy to school employees, contracted service providers, and volunteers who have significant contact with students. The training shall include instruction on preventing bullying on the basis of the protected categories enumerated in N.J.S.A. 18A:37-14 and other distinguishing characteristics that may incite incidents of discrimination, harassment, intimidation, or bullying. The school district's employee program shall include information regarding the school district's Policy against harassment, intimidation, or bullying, which shall be provided to full-time and part-time staff members, contracted service providers, and school volunteers who have significant contact with students.

Each public school teacher shall be required to complete at least two hours of instruction in harassment, intimidation, and bullying prevention in each professional development period as part of the professional development requirement pursuant to N.J.S.A. 18:37-22.d.

The required two hours of suicide prevention instruction for teaching staff members shall include information on the relationship between the risk of suicide and incidents of harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:6-112.

Board members shall be required to complete a training program on harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:12-33.

The school district shall annually observe a "Week of Respect" beginning with the first Monday in October. In order to recognize the importance of character education, the school district will observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation, and bullying as defined in N.J.S.A. 18A:37-14. Throughout the school year the district will provide ongoing age-appropriate instruction on preventing harassment, intimidation, or bullying, in accordance with the Core Curriculum Content Standards, pursuant to N.J.S.A. 18A:37-29.

The school district will annually establish, implement, document and assess harassment, intimidation, and bullying prevention programs or approaches, and other initiatives in consultation with school staff, students, administrators, volunteers, parents or guardians, law enforcement, and community members in accordance with the provisions of N.J.S.A. 18A:37-17 *et seq.*

N. Harassment, Intimidation, and Bullying Policy Reevaluation, Reassessment and Review

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~~The Superintendent shall develop and implement a process for annually discussing the school district's Harassment, Intimidation, and Bullying Policy with students.~~

~~The Superintendent, Principal(s), and the Anti-Bullying Coordinator, with input from the schools' Anti-Bullying Specialists, shall annually conduct a reevaluation, reassessment, and review of the Harassment, Intimidation, and Bullying Policy, and any report(s) and/or finding(s) of the School Safety/School Climate Team(s). The Superintendent shall recommend to the Board necessary revisions and additions to the Policy consistent with N.J.S.A. 18A:37-15.c., as well as to harassment, intimidation, and bullying prevention programs and approaches based on the findings from the evaluation, reassessment, and review.~~

~~O. Reports to Board of Education and New Jersey Department of Education~~

~~The Superintendent shall report two times each school year at a public hearing all acts of harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:17-46. The information shall also be reported to the New Jersey Department of Education in accordance with N.J.S.A. 18A:17-46. The information reported shall be used to grade each school and each district in accordance with the provisions of N.J.S.A. 18A:17-46. The grade received by a school and the district shall be posted on the homepage of the school's website and the district's website in accordance with the provisions of N.J.S.A. 18A:17-46. A link to the report that was submitted by the Superintendent to the Department of Education shall also be available on the school district's website. This information shall be posted on the websites within ten days receipt of the grade for each school and the district.~~

~~P. Reports to Law Enforcement~~

~~Some acts of harassment, intimidation, and bullying may be bias-related acts and potentially bias crimes and school officials must report to law enforcement officials either serious acts or those which may be part of a larger pattern in accordance with the provisions of the Memorandum of Agreement Between Education and Law Enforcement Officials.~~

~~Q. Collective Bargaining Agreements and Individual Contracts~~

~~Nothing in N.J.S.A. 18A:37-13.1 *et seq.* may be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the Anti-Bullying Bill of Rights Act's effective date (January 5, 2011). N.J.S.A. 18A:37-30.~~

~~R. Students with Disabilities~~

~~Nothing contained in N.J.S.A. 18A:37-13.1 *et seq.* may alter or reduce the rights of a student with a disability with regard to disciplinary actions or to general or special education services and supports. N.J.S.A. 18A:37-32.~~

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S. Approved Private Schools for Students with Disabilities (APSSD)

In accordance with the provisions of N.J.A.C. 6A:16-7.7(a).2.ix.(2), the Board of Education shall investigate a complaint or report of harassment, intimidation, or bullying, pursuant to N.J.A.C. 6A:16-7.7(a).2.ix. and Section G. of this Policy, occurring on Board of Education school buses, at Board of Education school- sponsored functions, and off school grounds involving a student who attends an APSSD. The investigation shall be conducted by a Board of Education Anti- Bullying Specialist, in consultation with the APSSD.

The school district shall submit all subsequent amended Harassment, Intimidation, and Bullying Policies to the appropriate Executive County Superintendent of Schools within thirty days of Board adoption.

N.J.S.A. 18A:37-13 through 18A:37-32

N.J.A.C. 6A:16-7.1 *et seq.*; 6A:16-7.9 *et seq.*

Model Policy and Guidance for Prohibiting Harassment, Intimidation, and Bullying on School Property, at School-Sponsored Functions and on School Buses – April 2011

Adopted: June 19, 2003

Revision: February 7, 2008

September 1, 2011

October 11, 2018

March 12, 2020

Berkeley Heights Public School District

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